

## Terms & Conditions

These are the Terms and Conditions that govern your Contract with Direct Redress Limited. In these Terms:

- “**we**” “**our**” and “**us**” refers to Direct Redress Limited. We set out our contact details in Section 15.
- “**you**” and “**your**” refers to any person who has accepted these Terms.

### **Definitions**

**Claim** – a Claim for Financial Mis-selling and/or Maladministration with the Provider(s).

**Cooling Off Period** – is the 14-day period following submission of your online application where you are able to cancel your contract with Direct Redress Limited without any financial penalty.

**Letter of Authority** – is the form that allows us to speak with the Provider(s) and discuss your Claim application with them.

**Provider(s)** – the financial institution responsible for the sale and/or administration of the subject matter of your Claim.

**Services** – are the services we will undertake (including the submission of a Letter of Authority or Claim to the Provider).

**Agent** – is someone who deals with the Provider on your behalf.

**Compensation** – the settlement offered by the Provider(s) in respect of your Claim.

Please read these Terms carefully.

### **1. Contract**

1.1 A contract will be created upon safe receipt by us of your application following your online submission where you have confirmed you have read and agreed to our Terms.

1.2 Upon the entering in to of a contract, both you and we will be bound by these Terms and we will commence the Services.

### **2. Financial Mis-selling / Maladministration**

2.1 Following an application completion your Claim will be reviewed by a Direct Redress Claim Specialist.

2.2 We will submit your Claim to the Provider(s) if it satisfies our initial assessment. Our submission of your Claim is not a guarantee of a Compensation or a specific Compensation amount.

2.3 If we decide not to submit your Claim, we may write to you and inform you of our decision. A decision not to submit your Claim is not indicative of any potential outcome should you choose to submit it independently.

### **3. The Letter of Authority**

3.1 By signing the Letter of Authority, you agree that we:

- Will act as your representative with the Provider(s).
- Will receive and process correspondence regarding your Claim from the Provider(s).
- Will correspond with Provider(s) on your behalf to resolve issues related to your Claim.

3.2 You may, at any time, terminate or request that we terminate the Letter of Authority. However, this may affect our ability to manage your Claim(s) as we will no longer be able to communicate with the Provider(s) to discuss your Claim(s) and address any issues that may arise. Please refer to Section 10 for our Cancellation and Termination policy.

### **4. Your Acknowledgements and Responsibilities**

4.1 You acknowledge that at the time of entering and for the duration of the Contract with us:

- You wish for us to perform the Services as detailed in your application.
- You are not aware of any reason you cannot enter the Contract with Direct Redress Limited.
- All information you provide to us is true, accurate, and complete.

iv. You acknowledge that we will conduct our own investigation of your account and will include any findings (where relevant) in the complaint. Including previously identified areas of concern relating to the financial institution in question.

v. By signing the application, you consent to our pursuit of your Claim.

4.2 If any of your personal details change, you must inform us without undue delay. You acknowledge that failing to do so may affect your Compensation or our ability to make payments to you. Any delay in doing so may result in a delay in our ability to pay sums to you.

4.3 We ask that you provide any and all relevant information we may request without delay, including proofs of identity and address should they be required.

4.4 You may adversely affect or delay your Claim by attempting to appoint another Agent to act on your behalf or by contacting the Provider(s) directly to request any Compensation related to your Claim. You will be charged a minimum cancellation fee of £199 + VAT for work conducted to the point of Agent transfer, unless we have already submitted your Claim to the Provider(s) then our full fee will apply.

4.5 You must provide honest, accurate and correct details of your circumstances.

4.6 You accept that you may have to pay back any money received where the Claim was based on incorrect information provided by you. If that happens, you will have no right to Claim back any money from Direct Redress, including our fee, unless we have made an error too.

4.7 You accept that as part of providing our service we will carry out all relevant anti money laundering checks on you, as required by law.

4.8 You accept that, in the event of a lending Claim, your account may be closed by the Provider(s) and a repayment plan put in place by them for any outstanding balance.

4.9 Whereby you receive direct correspondence from a provider, you agree to send us a copy of this correspondence without delay.

## 5. Our Responsibilities

5.1 We will assess your Claim and, if appropriate, pursue a Claim for the Compensation on your behalf.

5.2 We will not pursue your Claim if our assessment deems it to be invalid. For example, if your responses to the qualifying questions show that the Provider(s) have acted appropriately.

5.3 We will deal with all aspects of your Claim including all correspondence. On occasion it may be necessary for us to obtain further signed documentation from you to make this possible.

5.4 We will inform you of all and any offers of settlement that we receive for your Claim.

5.5 We will always act in your best interests when pursuing your Claim with reasonable care and skill.

5.6 We may undertake financial crime checks relating to you or your Claim. If you or your Claim fail any such check, we may seek more information from you. We may be unable to perform the Services until you successfully pass these checks.

5.7 We take no responsibility to return documents that you submit in support of your Claim. Please send photocopies only and refrain from sending original pieces of correspondence. Refer to our Data Retention Policy for more information on how we will process your documents.

## 6. Fees

6.1 We work on a **No Win, No Fee** basis. If you are due any Compensation following a successful Claim, we follow our regulator, the Financial Conduct Authority's pricing structure meaning you will be charged at the following rates of the awarded amount in consideration of us providing the Services.

i. For Compensation amounts of up to £1,499.99 our fee will be 30%+VAT of the amount awarded, subject to a maximum fee of £420 + VAT.

ii. For Compensation amounts of between £1,500 and £9,999.99 our fee will be 28%+VAT of the amount awarded, subject to a maximum fee of £2,500 + VAT.

iii. For Compensation amounts between £10,000 and £24,999.99 our fee will be 25%+VAT of the amount awarded, subject to a maximum fee of £5,000 + VAT.

iv. For Compensation amounts between £25,000 and £49,999.99 our fee will be 20%+VAT of the amount awarded, subject to a maximum fee of £7,500 + VAT.

v. For a Compensation amount of £50,000 or higher our fee would be 15%+VAT of the amount awarded, subject to a maximum fee of £10,000 + VAT.

Examples of how this works are as follows:

<b>Fee Structure</b>			
<b>Band</b>	<b>Compensation Awarded</b>	<b>Fee Rate</b>	<b>Maximum Capped Charge</b>
1	Up to £1,499.99	30%	£420 + VAT = £504.00
2	£1,500 to £9,999.99	28%	£2,500 + VAT = £3,000.00
3	£10,000 to £24,999.99	25%	£5,000 + VAT = £6,000.00
4	£25,000 to £49,999.99	20%	£7,500 + VAT = £9,000.00
5	£50,000 and above	15%	£10,000 + VAT = £12,000.00

<b>Compensation and Fee Examples (Refund)</b>			
<b>Compensation Awarded</b>	<b>Fee Rate</b>	<b>Gross Fee</b>	<b>Net Compensation</b>
£1,200.00	30%	£432.00	£768.00
£5,000.00	28%	£1,680.00	£3,320.00
£20,000.00	25%	£6,000.00	£14,000.00
£35,000.00	20%	£8,400.00	£26,600.00
£55,000.00	15%	£9,900.00	£45,100.00

<b>Compensation and Fee Examples (Offset)</b>			
<b>Compensation Awarded offset to balance / arrears</b>	<b>Fee Rate</b>	<b>Gross Fee</b>	<b>Net Compensation</b>
£1,200.00	30%	£432.00	£768.00
£5,000.00	28%	£1,680.00	£3,320.00
£20,000.00	25%	£6,000.00	£14,000.00
£35,000.00	20%	£8,400.00	£26,600.00
£55,000.00	15%	£9,900.00	£45,100.00

6.2 If any or all of the Compensation is offset by the Provider(s) against any debt owing, our full fee will apply to the actual calculated amount awarded and not the Compensation amount received.

6.3 If the Provider(s) offset the Compensation to an account balance or arrears, we will send you an invoice for our fees. Once the Compensation payment has been made to the account, or arrears, our fee is due.

6.4 If the Provider(s) sends a Compensation directly to us we will deduct our Fees and send you a cheque or bank transfer for the balance of your Compensation to the details you provide.

6.5 If the Provider(s) sends Compensation directly to you or a third party, we will send you an invoice for our Fees. Once the compensation payment has been made to you, our fee is due.

6.6 Fees will still apply to any Claim that has concluded and resulted in Compensation should a cancellation or termination instruction be received after the date of offer by the Provider(s).

6.7 Fees will still apply to any Claim that has concluded and resulted in a Compensation as a direct result of, but not included within, our original Claim.

6.8 If you request a replacement payment, we will cancel the original cheque (if issued) and reissue the payment to you. This may be subject to an administration fee of up to £36 (including VAT) to cover our costs including bank charges.

6.9 We may take steps, including but not limited to legal action, using third party collection firms, or selling any debt, to recover any unpaid Fees. This may include deducting any

outstanding Fees from future Compensations received from a Provider(s) on your behalf.

6.10 Where unpaid fees are passed to an external debt collection agency, or sold on to a 3<sup>rd</sup> party, any additional costs incurred from these agencies/parties will be added to your fee total.

6.11 We may perform additional security checks, including verifying your identity and/or the identity of any nominated recipients, before making a payment. We reserve the right to withhold any payments due to you until such checks have been satisfactorily completed.

6.12 You have 6 months from the date we issue a cheque to notify us in writing of any issues relating to your Compensation or request a replacement cheque. If you fail to contact us within that time, we may be unable to review your issue or reissue a cheque.

## **7. Financial Ombudsman Service & Financial Services Compensation Scheme**

7.1 If the Provider rejects your Claim, you may be able to refer the decision for review to the Financial Ombudsman Service, unless you specifically advise us not to.

7.2 Where referral to the Financial Ombudsman Service is applicable, and deemed by us to be warranted, we will assist you in making this referral and we will support you through the process.

7.3 In the event that the Provider has stopped trading, or ceases to trade after submitting your Claim, you may be able to seek recompense from the Financial Services Compensation Scheme. We will make any necessary referral on your behalf without any further instruction from you.

7.4 Where another Ombudsman service or compensation scheme is more appropriate, we will inform you accordingly and make any necessary referral(s) on your behalf.

## **8. Our Liability**

8.1 If we fail to comply with these Terms, we will be responsible for reasonable loss or damage which you suffer if it is a foreseeable result of that failure. Loss or damage is foreseeable if either it is obvious that it will happen or if both parties knew it was a reasonable possibility when they entered the Contract.

8.2 We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity related to our Services.

8.3 We accept no liability for any consequential damage or loss arising from or in connection with any act or omission by us.

8.4 Notwithstanding Paragraphs 8.2 and 8.3 above and 8.5 below, we do not seek to exclude or limit our liability where such liability cannot be excluded or limited by law.

8.5 Subject to Paragraph 8.4, our total liability for any claim you have against us in connection with the Contract or otherwise (e.g. tort, misrepresentation, or restitution) shall in all circumstances be limited to the amount of your Refund (either paid to you or offset against any debt owed to the lender if applicable).

## **9. Data Protection**

9.1 Information and documentation you provide to us to enable us to perform the Services may constitute personal data under the Data Protection Act 2018 and UK GDPR. We will comply with the law as applicable.

9.2 We may pass your personal data to any relevant organisation (e.g. the Provider, Financial Ombudsman Service, etc.) to perform the Services or to the extent we are legally obliged to do so.

9.3 We refer you to our Privacy Policy on the Website, in which we set out how we process your personal data, and how you may contact us regarding our processing.

## **10. Cancellation and Termination**

10.1 You have the right to cancel the Contract in any circumstances without any penalty or fees during the 14-day Cooling-Off Period.

10.2 If you ask to cancel the Contract after the 14-day Cooling-Off Period, you will be charged a minimum cancellation fee of £199 + VAT for the work conducted up to that point and prior to us submitting your Claim to the Provider(s). Any request to cancel your Claim after we have

submitted it to the Provider(s) will be subject to our full fee on any Compensation amount subsequently awarded.

10.3 Any request to cancel or terminate the contract must be made either in writing and sent to us at Direct Redress Limited, Booths Park 5, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8GS or by email to [clients@directredress.com](mailto:clients@directredress.com).

10.4 We reserve the right to terminate the Contract at any time by giving you notice in writing, if:

- i. We discover or reasonably believe that you are using the Services fraudulently or with the intent to commit fraud or any other illegal activity.
- ii. We discover or reasonably believe that a court in England or any other part of the United Kingdom has convicted you of a crime other than a motoring offence.
- iii. We discover that you have breached any of the Terms of the Contract.
- iv. You fail a financial crime check that we may perform on you or your Claim.
- v. You refuse to assist us in performing the Services whether or not this constitutes a breach of Section 4.
- vi. You threaten or abuse any member or associate of Direct Redress Limited.

### **11. Survival Clauses**

11.1 Each of the paragraphs in these Terms operates independently. If a court or relevant authority deems any of them unlawful, the remaining clauses will remain in full force and effect.

11.2 Paragraphs that survive termination of the Contract: 3 (Letter of Authority), 6 (Fees), 8 (Liability), 9 (Data Protection), 11 (Survival Clauses), 12 (Entire Agreement), 13 (Jurisdiction) and 14 (Complaints and Your Legal Rights) survive the termination of the Contract for whatever reason. The termination of the Contract does not prejudice any rights or remedies that were available to either party prior to the termination of the Contract.

### **12. Entire Agreement**

12.1 These Terms constitute the entire agreement between the parties and supersede all previous versions, as well as any other written or oral agreements, arrangements, and understandings regarding their subject matter.

12.2 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we ever do actually waive our rights because you have or haven't done something, we will only ever do this in writing (and that does not mean that we will automatically waive our rights if you do something wrong later).

### **13. Jurisdiction**

13.1 These Terms and the Contract are governed by English law. Both parties agree to submit to the exclusive jurisdiction of the English courts.

### **14. Complaints and Your Legal Rights**

14.1 Nothing in these Terms will affect your consumer rights. You can contact your local Citizens' Advice Bureau or the Trading Standards' office for further information about your consumer rights.

14.2 If you are unhappy with the Services, you have the right to make a complaint. Please see Clause 15 for our contact details.

14.3 If you are unhappy with how we have handled your complaint, you can contact the Financial Ombudsman Service. You will have six months from the date of our Final Response in which to do this. Should you refer to the Financial Ombudsman Service after this six-month referral period has expired they will not have our permission to review your complaint.

### **15. Our Contact Details**

15.1 If you wish to contact us, or exercise your rights or obligations under these Terms to provide us with written notice, you can contact us by e-mail at [clients@directredress.com](mailto:clients@directredress.com), or

by post to Direct Redress Limited at Booths Park 5, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8GS.

15.2 If we have to contact you or give you notice in writing, we will do so by email or by post to the address you provide to us in the Application (or any other address you subsequently provide to us).