

## Terms & Conditions

These are the Terms and Conditions that form Your legal agreement with Direct Redress Limited. Direct Redress Limited is authorised and regulated by the Financial Conduct Authority with reference number 838662. You should be aware of time limits attached to Your claim such as when You may run out of time to bring a claim (known as the 'limitation period').

### Definitions

**Business Day** - a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Claim/Claims** – means any Claim for the mis-selling of a Financial Product/Service or a breach of legislation, regulation, fiduciary duty or disclosure duty relating to a Financial Product, including but not limited to mis-selling, irresponsible or unaffordable lending, unfair relationships under section 140A of the Consumer Credit Act 1974, maladministration, undisclosed or partially disclosed commissions (including discretionary commission arrangements in respect of car finance), broker or intermediary conduct, unauthorised transactions, financial scams and/or fraud, and other related matters with the Provider(s)/Lender(s).

**Compensation** – means any sums paid, offered or awarded in respect of any Claim as a result of Our efforts. This includes benefits, redress, gestures of goodwill, ex gratia payments, refunds, discounts, any reduction in the outstanding balance or outstanding liabilities and/or any interest or capital recovered, including any sums awarded by industry bodies such as the Financial Ombudsman Service (FOS) and Financial Services Compensation Scheme (FSCS).

**Data Protection Legislation** - means the Data Protection Act 2018 (DPA) and the General Data Protection Regulation 2016 (GDPR).

**Fee/s** - means the charges payable by You as set out in these terms.

**Financial Products** - means a personal contract plan, hire purchase, car finance, investments, high-cost short term credit, loan, credit card, any other credit agreement, personal banking, undisclosed commission on a financial product and/or breaches of the Consumer Credit Act 1974 (as amended).

**Gross Compensation** - means the total amount of Compensation offered before any tax is deducted, before Our Fee is deducted or before any Compensation is offset against debt or arrears.

**In writing / written** – means any communication in a visible form, including by email, SMS or letter sent to the contact details You have provided to Us.

**Letter of Authority** – means the signed form which relates to any individual Lender and/or Financial Products that allows Us to speak with Your Provider(s)/Lender(s) and discuss Your Claim(s) with them.

**Net Compensation** - means the total amount of Compensation payable to You after the deduction of any applicable tax, Our Fee and any deductions the Lender/Provider makes such as to reduce Your arrears.

**Offset Amount** – means any amount of Compensation that is applied (whether by the Provider/Lender or otherwise) to reduce, repay, settle or discharge any debt, arrears, outstanding balance, outstanding liability, written-off debt, sold debt, debt held within an Individual Voluntary Arrangement, debt held within a bankruptcy estate, or any other liability owed by You or formerly owed by You in connection with the Financial Product, whether or not the amount is paid to You directly. For the avoidance of doubt, this does not include the modification of a Financial Product under Clause 6.5.

**Provider(s)/Lender(s)** – means the financial institution(s) and/or persons to whom the Letter of Authority relates who is responsible for the provision, sale, advice, and/or administration of the Financial Product and subject matter of Your Claim(s).

**Services** – means the work We will undertake on Your behalf in respect of Your Claim(s) (including the submission of a Letter of Authority, Data Subject Access Request or Claim to the Provider(s)/Lender(s)) and detailed in Clause 2.

**We, Our and Us** refers to Direct Redress Limited. We set out Our contact details in Clause 16.

**You and Your** refers to any person who has accepted these Terms.

Please read these Terms carefully.

### **1. Contract**

1.1 The contract between Us and You will start on the date You sign this agreement and, unless terminated earlier, will continue until:

- (a) Compensation is recovered for You by Us and You have paid the Fees in respect of all Claims We are processing; or
- (b) Your Claim is rejected and either We notify You that there is no avenue of appeal remaining or any such avenue is, in Our reasonable opinion, unlikely to succeed.

1.2 This Contract applies to each Letter of Authority that is completed from the point that You sign these Terms and Conditions, including the date these Terms and Conditions were signed.

1.3 You provide Us with Your consent to apply Your signature to any and all Letters of Authority in respect of any Lender/Provider and any accounts or Financial Products identified from Our investigation into Your Claim/Claims. This may include submitting Data Subject Access Requests (DSARs) to obtain information from your Lender(s)/Provider(s) on your behalf where required to investigate your Claim.

1.4 If the Claim to which a Letter of Authority relates is dealt with over more than one account then We will, for the avoidance of doubt, be entitled to charge You a Fee in accordance with Clause 6 in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.

1.5 You provide Us with Your consent to apply Your signature to other documentation which might be required for the purposes of Your Claim(s), for example the Financial Ombudsman Service Claim or Financial Services Compensation Scheme submission form(s)

provided the signature is within six months of the date of onboarding. We will notify You each time We apply Your signature to a new document. You will be required to provide a new signature if more than six months have passed since onboarding.

1.6 By agreeing to these Terms and Conditions, You authorise Us to investigate, assess and, where appropriate, pursue any additional Claims identified during Our review of Your Financial Product(s), credit report, banking data, or related documentation, even if they were not part of Your original application.

Where additional potential Claims are identified, We will notify You and, where applicable, seek Your confirmation (including through the onboarding process or subsequent communication) before submitting any such Claim on Your behalf.

Any additional Claims pursued will be subject to these Terms and Conditions, including the applicable Fees.

By signing these Terms and Conditions, You authorise Us to investigate and submit Claims on Your behalf in respect of all lenders and products You have identified and selected during the onboarding process. No further reference to You is required before We proceed with those selected lenders.

Where our analysis of Your financial data, credit report, DSAR or open banking information identifies potential Claims with lenders You did not select during onboarding, We will contact You separately by email or SMS to ask whether You wish Us to investigate and submit those Claims as well. We will not submit any Claim to any such lender without Your prior agreement. Any Claims You subsequently agree to will be subject to these Terms and Conditions, including the applicable Fees.

## **2. Our Services**

2.1 Following the completion of an application Your Claim will be reviewed by a member of the Direct Redress Claims Team and We may ask You some questions to enable Us to ascertain the basis and merits of Your Claim.

2.2 We will assess the likelihood of your Claim being successful and, where we consider your Claim has reasonable prospects of success, we will proceed accordingly, keeping you informed throughout.

2.3 We may decide not to pursue Your Claim where We reasonably consider:

- (a) the Claim is unlikely to succeed (for example, where Your responses to qualifying questions show that the Provider/Lender has acted appropriately or where there is otherwise insufficient evidence to support the Claim);
- (b) it is not commercially viable for Us to pursue the Claim; or
- (c) any other reason set out in these Terms or required by Our regulatory obligations.

We reserve the right to revisit Our assessment and proceed with Your Claim at a later date — for example, where there are subsequent regulatory, legal or industry developments (such as new redress schemes, court decisions or mass litigation) that materially affect the prospects or commercial viability of Your Claim. Where We decide not to pursue Your Claim immediately, We will inform You of the reasons in writing. This does not prevent You from pursuing the Claim Yourself directly with the Provider/Lender or via the Financial Ombudsman Service.

2.4 A decision by Us not to submit Your Claim is not indicative of any potential outcome should You choose to submit it independently.

2.5 Our assessment of Your Claim may include, but is not limited to, obtaining a Data Subject Access Request from Your Lender/Provider, assessment of Your credit file, Your bank statements and/or Your recollections about the sale of the Financial Product and will include assessment of all matters listed in the definition of Claim.

2.6 In providing the Services, we may utilise secure third-party systems, software providers, and technology solutions (including automated systems and artificial intelligence tools) to assist with the assessment, processing, analysis, administration, and ongoing management of your Claim.

These tools may be used for activities including, but not limited to:

- information gathering and verification;
- suitability screening and claim validation;
- document review and redaction;
- financial analysis and eligibility assessment;
- preparation of communications and submissions;
- call handling, recording, and analysis;
- monitoring, quality assurance, training, and management information.

Your personal data may be processed by such systems and providers, which may operate both within and outside of the United Kingdom.

We will ensure that any such providers are subject to appropriate data protection, confidentiality, and security obligations in accordance with applicable Data Protection Legislation and our Privacy Notice.

Where automated processing is used, appropriate safeguards are in place, including the ability for human review and intervention where required, in accordance with applicable data protection laws.

This may include the use of artificial intelligence tools to analyse financial data, assess affordability indicators, identify patterns of potential irresponsible lending, and assist in preparing the substance of claim submissions. Where documentation received from lenders or third parties in response to Data Subject Access Requests submitted on your behalf is processed using automated or artificial intelligence tools, we will, where practicable, anonymise or redact personally identifiable information within such documents prior to that processing. All outputs generated by automated or artificial intelligence systems are subject to human review and approval by a member of our Claims Team before submission to any lender, provider or dispute resolution service.

2.7 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.

2.8 We will submit Your Claim to the Provider(s)/Lender(s) if it satisfies Our initial assessment. Our submission of Your Claim is not a guarantee of a Compensation or a specific Compensation amount.

2.9 We will engage with banks, advice firms, and Provider(s)/Lender(s) to seek Compensation for You. Where Your Claim is rejected or unresolved by the Provider/Lender, We may engage with dispute resolution services (including the Financial Ombudsman Service and Financial Services Compensation Scheme) on Your behalf, subject to Our review of the Claim and in accordance with Clause 2.14.

2.10 We will deal with all aspects of Your Claim, including all correspondence with the Provider(s)/Lender(s) and Financial Ombudsman Service/Financial Services Compensation Scheme.

2.11 We will notify You promptly of any requests for additional information or documentation that the Third Party needs to investigate Your Claim.

2.12 We will update You within 10 Business Days when there are any material developments on Your Claim or when We receive any information which is for Your attention. Where there are no material developments, We will update You at least every 6 months in writing.

2.13 We will notify You in writing of any offers of Compensation that we receive in respect of Your Claim and provide information and support to help You make an informed decision. This will include indicating whether the offer appears to be in line with the relevant rules of the Financial Conduct Authority (FCA) or the principles applied by the Financial Ombudsman Service or Financial Services Compensation Scheme (where applicable).

2.14 Where necessary and appropriate, We will seek Your instructions and agreement to refer Your Claim to the Financial Ombudsman Service or Financial Services Compensation Scheme (where relevant). Where We decline to make such a referral, We will inform You of the reasons. This does not prevent You from making such a referral Yourself.

2.15 We will always endeavour to act in Your best interests when pursuing Your Claim with reasonable care and skill.

2.16 We do not provide regulated financial or legal advice.

2.17 Where we consider it to be in your best interest, we may refer your case to a regulated law firm for legal representation. We will notify you in writing of our intention to refer your case and the reasons for doing so. You will have a reasonable period of not less than 14 days to object to the referral before it proceeds. Any referral will be made solely in your interest and will not affect your rights under these Terms. Any data sharing with the law firm will be carried out in accordance with Clause 9.7 and our Privacy Policy. See Clause 6.15 for details of the fee position on referral.

2.18 As part of Our assessment of Your claim, we may use artificial intelligence tools to analyse Your financial data, credit report, DSAR and open banking information to identify other lenders with whom You may have potential Claims (as defined in these Terms). This profiling activity is used solely to identify opportunities that may be in Your interest and is subject to human review before any action is taken. Where such lenders are identified and were not selected by You during onboarding, We will contact You by email or SMS to ask whether You wish Us to proceed. We will not submit any Claim to any lender You have not already authorised through the onboarding process or subsequently agreed to.

2.19 We reserve the right, at Our sole discretion, to decline to submit or to delay the submission of any Claim at any time. This may include circumstances where We consider it is not in Your best interest to proceed at a particular time, where there are operational, regulatory or commercial reasons relating to a specific Provider/Lender that make immediate submission inadvisable, or where We are awaiting further information or guidance that may materially affect the prospects or conduct of Your Claim. Where We exercise this discretion, We will notify You of the delay or decision not to act and the general reasons for it. We will not unreasonably withhold progress of Your Claim and will keep the position under review. This clause does not affect Your right to cancel in accordance with Clause 10.

### **3. Your Acknowledgements and Responsibilities**

3.1 You acknowledge that at the time of entering and for the duration of the Contract with Us:

- (a) You wish for Us to perform the Services as detailed in this agreement.
- (b) You will co-operate with Us at all times.
- (c) You are not aware of any reason You cannot enter the Contract with Direct Redress Limited.
- (d) All information You provide to Us is true, accurate, and complete, to the best of Your knowledge and belief. Such information may relate to Your financial circumstances, employment details, vehicle details, recollections of the sale of the product and where necessary, health information. This is not an exhaustive list.
- (e) You acknowledge that We will conduct Our own investigation of Your potential to Claim and will include Our findings (where relevant) in any Claim We submit, including previously identified areas of concern relating to the Provider(s)/Lender(s) in question.
- (f) By signing these Terms and Conditions, You consent to Our pursuit of Your Claim(s).

3.2 You must appoint Us as Your exclusive agent to handle your Claim(s). This means that You cannot appoint another person, including Yourself, or any other professional representative to act on Your behalf in respect of Your Claim(s), unless You terminate this agreement with Us in accordance with Clause 10. Notwithstanding the exclusive agency arrangement, where we have referred your case to a law firm in accordance with Clause 2.17, you may enter into a separate agreement with that law firm without this constituting a breach of these Terms.

3.3 If any of Your personal details or circumstances change, You must inform Us without undue delay. You acknowledge that failing to do so may affect Your Compensation or Our ability to arrange for the Compensation payment to be made to You.

3.4 We ask that you provide any and all relevant information or documentation We may request without delay, which may include proof of identity and address, bank statements, finance agreements, suitability reports, product documentation and credit reports. This is not an exhaustive list.

3.5 You must use Your best endeavours to provide honest and accurate details of the product history and Your circumstances.

3.6 Direct Redress Limited cannot be held liable for any Claim that is delayed or withdrawn, by either the Provider(s)/Lender(s) or other dispute resolution service (e.g. Financial Ombudsman Service or Financial Services Compensation Scheme), due to Your failure to promptly supply any information requested by them.

3.7 Direct Redress Limited cannot be held liable for any Claim that is delayed or withdrawn due to technical issues, or other external factors, that are beyond Our reasonable control.

3.8 You agree to notify Us promptly of any offer of Compensation, rejection of Your Claim or other information or communication (including telephone calls) made by the Lender/Provider and to provide a copy of such correspondence. Failure to disclose such correspondence may impact the progress of the Claim and We will not be held responsible for any delays or adverse outcomes resulting from a lack of communication.

3.9 You agree to pay Our Fee due as a result of a successful Claim that results in Compensation. If You communicate directly with the Provider(s)/Lender(s) or any other dispute resolution service (e.g. Financial Ombudsman Service or Financial Services Compensation Scheme) and receive an offer of Compensation, We will still be entitled to Our Fees as set out in these Terms and Conditions.

3.10 You accept that as part of providing Our Service We may carry out identity verification, sanctions screening and other financial crime checks on You that We consider appropriate. We may share information with third party providers for these purposes in accordance with Our Privacy Policy.

3.11 You accept that, in the event of an irresponsible lending Claim, Your account may be suspended and/or closed by the Provider(s)/Lender(s).

#### 4. Credit Report Authorisation

4.1 As part of Our investigation of Your Claim, We may need access to Your credit report from a credit reference agency. We will not obtain or access Your credit report without Your express consent. Your consent may be captured at the point of onboarding (including via a lead generator who refers Your information to Us) or, if We do not already hold Your consent at the point Your file reaches Us, by such means as We consider appropriate. We may request that You provide Your credit report to Us directly. Where Your credit report is not provided, We will continue to investigate and progress Your Claim using the information We do hold, although the absence of credit report data may affect the prospects or scope of Your Claim. Any credit check conducted will be a soft search and will not impact Your credit rating.

4.2 The information contained within Your credit report will be used to investigate, identify, assess, manage and progress any potential Claims You may have (as defined in these Terms), whether or not the lenders, agreements or products concerned were identified by You at the point of instruction. This includes any referral to the Provider(s)/Lender(s) and/or the Financial Ombudsman Service or Financial Services Compensation Scheme (as applicable), in accordance with Our Privacy Policy and applicable data protection laws. The credit report will not be provided or sold to any third parties by Us that are not privy to Your Claim.

#### 5 Open Banking and Bank Statement Provision

5.1 As part of Your Claim process, We may require financial information to support Your case. We may obtain this information through any of the following methods:

(a) Provide the requested bank statements yourself; or

(b) Consent to Open Banking, whereby We will send You a secure link to authorise access to Your relevant banking data.

(c) Where you do not provide the information under (a) or (b), or where it is otherwise necessary to obtain a full picture of the relevant financial history, we may submit a Data Subject Access Request to the Lender, financial institution or other relevant third party on your behalf under the authority granted in your Letter of Authority and Clause 2.5 of these Terms. Information received in response may include account history, transaction records, statement information, internal notes, correspondence, and affordability assessment data.

5.2 If You choose Open Banking, Your consent will allow Us to access the necessary transaction data required for Your Claim.

5.3 Where information is obtained by Data Subject Access Request, it will be handled in accordance with Clause 9 and our Privacy Policy. You may withdraw your authority for us to submit further DSARs on your behalf at any time by contacting us in accordance with Clause 16, although doing so may affect our ability to investigate or progress your Claim.

#### 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 of Compensation in consideration of Us providing the Services.

6.2 If Your Claim results in Compensation, the total Fee is a percentage of Your Gross Compensation or the maximum amount listed in column (2), whichever is lower.

1. Compensation amount	2. Our Fee (+VAT)	3. Example Gross Compensation	4. Example Fee (inc VAT)	5. Net Compensation
£1 - £1,499	30% up to a max of £420	£1,200	£432	£768
£1,500 - £9,999	28% up to a max of £2,500	£5,000	£1,680	£3,320
£10,000 - £24,999	25% up to a max of £5,000	£20,000	£6,000	£14,000

£25,000 - £49,999	20% up to a max of £7,500	£35,000	£8,400	£26,600
£50,000 +	15% up to a max of £10,000	£55,000	£9,900	£45,100

#### Compensation and Fee Examples (Offset)

Example Gross Compensation	Compensation used to offset to balance / arrears	Fee Rate	Gross Fee	Net Compensation
£1,200.00	£200	30%	£432	£568
£5,000.00	£1,000	28%	£1,680	£2,320
£20,000.00	£5,000	25%	£6,000	£9,000
£35,000.00	£10,000	20%	£8,400	£16,600
£55,000.00	£15,000	15%	£9,900	£30,100

6.3 The examples shown above are for illustration purposes only and are not to be taken as an estimate of the likely amounts to be recovered. The amount You receive may be more or less than these examples.

6.4 Where any or all of the Compensation is applied as an offset amount, Our full fee will apply to the Gross Compensation and not to the Net Compensation actually received by You. We will send You an invoice for Our Fees.

6.5 Instead of offering a cash payment, the Provider(s)/Lender(s) may amend Your Financial Product to correct any errors or unfair deductions. Should the Provider(s)/Lender(s) pay Compensation by modifying Your Financial Product, Our fee will be based on the difference between the value of Your Financial Product before and after this correction. We will send You an invoice for Our Fees and Our Fee will then need to be paid from Your own funds.

6.6 If the Provider(s)/Lender(s) sends the Compensation directly to Us, We return the payment to them within 2 Business Days with instructions to pay You directly in line with their processes.

6.7 If the Provider(s)/Lender(s) sends Compensation directly to You or a third party, You must notify Us promptly and We will send You an invoice for Our Fees.

6.8 Payment of Our Fees is due upon receipt of Compensation by You. Where We invoice You and Compensation has not yet been received by You, payment becomes due within 14 calendar days of the date Compensation is received. Where Compensation has been applied as an Offset Amount, paid to a third party, or otherwise not paid to You directly, Our Fees are due within 14 calendar days of the date of Our invoice.

6.9 We reserve the right to charge the full Fee on the basis of the offer of Compensation being made if: (a) You reject an offer of Compensation that is calculated in accordance with rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service or Financial Services Compensation Scheme (where relevant); or

(b) You reject any other reasonable offer of Compensation which appears to be reasonable based on applicable regulatory guidance and industry approaches.

6.10 Fees will still apply to any Claim that has concluded and resulted in Compensation as a direct result of, but not included within, Our original Claim and/or provided for under these Terms and Conditions.

6.11 Non-payment of Our Fee could result in debt recovery action, court action, a CCJ or similar, which will negatively affect Your credit file.

6.12 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 Compensation received from any Provider(s)/Lender(s) on Your behalf.

6.13 We reserve the right to charge interest at the rate of 8% per annum on any late payments, in accordance with the rate prescribed under the Judgments Act 1838 (as may be amended from time to time).

6.14 Where unpaid fees are passed to an external debt collection agency, or sold on to a third party, We may seek to recover from You Our reasonable additional costs, properly incurred, in accordance with applicable law.

6.15 Where we refer your case to a law firm in accordance with Clause 2.17, we will not charge you a success fee on any compensation subsequently recovered by that law firm. Where you cancel our services after the 14-day cooling-off period but before a referral to a law firm completes, the cancellation fee set out in Clause 10.4 will apply in the usual way. We will confirm the fee position in writing before the referral proceeds so that you are clear on any costs that may apply.

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

7.1 If the Provider(s)/Lender(s) rejects Your Claim, We may be able to refer the decision for review by the Financial Ombudsman Service.

7.2 We will assess the reasons for the rejection of Your Claim and may gather further information from You or the Provider(s)/Lender(s).

7.3 Where referral to the Financial Ombudsman Service is applicable, and deemed by Us to be appropriate, We will inform You accordingly. We will prepare any necessary documents/forms required on Your behalf and make the necessary referral on Your behalf.

7.4 In the event that the Provider(s)/Lender(s) has stopped trading, or ceases to trade after submitting Your Claim, You may be able to seek recompense from the Financial Services Compensation Scheme and We will inform You accordingly. We will prepare any necessary documents/forms required on Your behalf and make the necessary referral on Your behalf.

7.5 Where another dispute resolution service or compensation scheme is more appropriate, We will inform You accordingly and make any necessary referral on Your behalf.

7.6 Where it is deemed that referral to a dispute resolution service/ombudsman or compensation scheme is not appropriate, We will inform You accordingly and advise You on the steps to take if You wish to pursue this yourself.

## **8. Our Liability**

8.1 Save for the exclusions set out in this Clause 8, 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. While We take all reasonable steps to pursue fraud Claims, We cannot guarantee the recovery of funds or Compensation from the Provider(s)/Lender(s).

8.5. We are not liable for any losses suffered due to delayed responses from Provider(s)/Lender(s) or any dispute resolution service/ombudsman/compensation scheme.

8.6. Notwithstanding Clauses 8.2, 8.3, 8.4, 8.5 above and 8.7 and 8.8 below, We do not seek to exclude or limit Our liability where such liability cannot be excluded or limited by law.

8.7. Subject to Clauses 8.2 and 8.3, 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 Claim.

8.8. We accept no liability for any accounts being closed by the Provider(s)/Lender(s) as a result of a Claim.

## **9. Data Protection**

9.1 Information and documentation You provide to Us to enable Us to perform the Services may constitute personal data under Data Protection Legislation. We will comply with the law as applicable.

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

9.3 We may use trusted third-party service providers and technology platforms (including automated and artificial intelligence systems) to process your personal data for the purposes of delivering, managing, monitoring, and improving our Services, which may include processing outside of the United Kingdom in accordance with our Privacy Notice.

9.4 We take no responsibility to return documents that You submit in support of Your Claim, so please send copies, scans or digital photographs only and refrain from sending original items. Please refer to Our Privacy Notice for more information.

9.5 We refer You to Our [Privacy Notice](#) on the Website, in which We set out how We process Your personal data, and how You may contact Us regarding Our processing.

9.6 Where we submit a Data Subject Access Request to a lender or third party on your behalf, documentation received in response may be processed using automated or artificial intelligence tools for the purpose of claim analysis and assessment. Prior to such processing, we will, where practicable, anonymise or redact personally identifiable information within such documents. All outputs from such processing will be subject to human review before use.

9.7 Where we refer your case to a law firm in accordance with Clause 2.17, your personal data and claim file will be shared with that law firm following written notification of our intention to refer and expiry of the 14-day objection period without your having objected. The law firm will act as a separate data controller in respect of your personal data following referral. We will confirm in writing which data has been shared and with whom at the time of referral.

## **10. Your Cancellation**

10.1 You have the right to cancel this contract within 14 calendar days without giving any reason. This cooling off period will expire after 14 calendar days from the day You onboard.

10.2 To exercise Your right to cancel, You must inform Us of Your decision to cancel this contract by a clear statement for example, a letter sent by post, e-mail, SMS or by telephone. Contact details are given in Clause 16 below.

10.3 If You cancel this contract within the cooling off period, You will have no liability to pay any Fees.

10.4 You can cancel at any time after this initial 14 calendar day cooling off period and before an offer of Compensation is made however, We reserve the right to apply a Fee to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of cancellation. Such charges will be calculated at £50+VAT per hour up to a maximum of 10 hours and a minimum of 1 hour. For example, if You cancel Your Claim and We have undertaken 12 hours of work, your cancellation Fee would be £500+VAT = £600. If, however, your case is referred to the Financial Ombudsman Service and you decide to cancel your case, you will be billed an additional £250 on top of the hours worked on the case. This would be £500 + VAT = £600 + £250 = £850.

10.5 However, if We do not provide Our Services as defined in Clause 2 under these Terms and Conditions You can cancel this contract at any time without having to pay a Fee.

## **11 Our Termination**

11.1 We reserve the right to terminate the Contract at any time by giving You 14 calendar days notice in writing, if:

- (a) We become aware that Your Claim is unlikely to succeed;
- (b) You threaten or abuse any member or associate of Direct Redress Limited.
- (c) You fail a financial crime check that we may perform on You or Your Claim.

- (d) You provide information which You knew to be false or misleading in support of Your Claim and this information is material to the success of Your Claim or as to whether We would have agreed to act for You;
- (e) You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services;
- (f) We become aware or suspect that the Claim is fraudulent or vexatious;
- (g) You breach a term of these Terms and Conditions and You do not correct this breach within 14 calendar days of receiving written notification from Us detailing the breach and the action required to resolve the breach.

11.2. If We cancel this agreement due to any of the events detailed above, excluding (a), (b) and (c), We reserve the right to apply a Fee as detailed in Clause 10.4 above, to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of the cancellation for each Claim.

## **12. Survival Clauses**

12.1 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.

12.2 Clauses that survive termination of these Terms and Conditions: 6 (Fees), 8 (Liability), 9 (Data Protection), 12 (Survival Clauses), 13 (Entire Agreement), 14 (Jurisdiction) and 15 (Complaints and Your Legal Rights) survive the termination of these Terms and Conditions for whatever reason. The termination of these Terms and Conditions does not prejudice any rights or remedies that were available to either party prior to the termination of the Terms and Conditions.

## **13. Entire Agreement**

13.1 These Terms and Conditions 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.

13.2 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.

13.3 From time to time We may decide not to apply certain conditions of these Terms and Conditions to some/all of Your Claims. If We decide not to apply a condition of these Terms and Conditions to one of Your Claims, this does not mean that We cannot apply it to any of Your other Claims that We pursue on Your behalf arising from Your original instructions or otherwise.

13.4 If We ever do waive Our rights under these Terms and Conditions because You have or have not done something You are obliged to do, We will only ever do this in writing and that does not mean that We will automatically waive Our rights if You do something to breach these Terms and Conditions later.

## **14. Jurisdiction**

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

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

15.1 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.

15.2 If You are unhappy with the Services, You have the right to make a complaint. Please see Clause 16 for Our contact details.

15.3 We will send You a written acknowledgement with a copy of Our complaints procedure promptly and in any event within 5 Business Days.

15.4 If We haven't resolved Your complaint within 8 weeks of receipt or You are not satisfied with Our response You can refer it to the Financial Ombudsman Service, whose contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SRG

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Tel: 0800 023 4567

15.5 If You believe We have breached Our Data Protection Warranties, You have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with Your concerns before You approach the ICO so please contact Us in the first instance as above.

## **16. Our Contact Details**

16.1 If You wish to contact Us or exercise Your rights or obligations under these Terms and Conditions or to provide Us with notice, You can contact Us by email 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 or by telephone on 01565 364 357

16.2 If We have to contact You or give You notice in writing, We will do so by email, SMS or by post to the address You provide to Us in the Application (or any other address You subsequently provide to Us).

I/We confirm that I/We have read and understood these Terms and Conditions and agree to be bound by the Terms contained herein.

**Client Name (1):**

**Date:**

**Signature:**