

Reclaims UK North West LTD

Terms and Conditions

IMPORTANT: These Terms and Conditions are applicable to all Reclaims UK North LTD clients.

1. Definitions

"Agreement" means the agreement entered into by you with us, incorporating the Letter of Authority Form and these Terms.

"Bank" means the bank(s) or other provider(s) of generic financial services to which you have paid Excess Payments.

"Excess Payments" means excess charges and/or PPI premiums that you have paid to your bank.

"You" means you, the person(s) engaging us on the basis of the Agreement.

"We/Us" means Reclaims UK North LTD (registered number 7570259) whose registered address is 21 Sandown Lane, Wavertree, Liverpool, L15 8HY or anyone to whom we transfer our rights and obligations under the agreement.

"Working Days" means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays).

2. Our Service

2.1 You instruct us to act as your representative in the recovery of excess payments paid by you to your bank prior to commencement of the instruction and we agree to provide the services as set out in these terms.

2.2 Your instruction to us commences and the agreement starts when you confirm acceptance of these terms and the agreement starts either by telephone or by returning the completed letter of authority form.

2.3 You confirm that no agency or person other than us is acting for you at the date of commencement of the instruction in the recovery of excess payments and that we are appointed as your sole representative in relation to such matter(s).

2.4 You agree to provide all appropriate and available information relation to your claim(s) to us upon commencement of this instruction. We will advise you of any further information required to pursue your claim(s) and you agree to provide this information as soon as possible. You authorise us to request appropriate information from the bank relating to your claim(s).

2.5 Upon receipt of all initial and further information from you and (where relevant) any additional information requested from the bank, we will calculate the amount owed to you by the bank in respect of excess payments (plus interest where due), if any.

2.6 You should note that we shall have no liability to you for any loss arising as a result of the information provided by you being inaccurate or incomplete.

2.7 We accept no liability to you for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

2.8 If any direct communication regarding this matter (including letters, telephone calls and personal conversations with the banks staff members) is entered into with the bank other than by us, you will report this to us within 3 days of the communication taking place/being received and will forward all relevant documentation directly to us as soon as possible.

3. Your claim(s)

3.1 Where our calculations show that you have a claim or claims, we will submit all necessary information to the bank and negotiate with it for recovery of your money. You will abstain from any pre-court negotiations with the bank unless agreed in writing in advance with us.

3.2 The detailed process in relation to your claim(s) is set out at the end of these terms under the heading "The Claims Process".

3.3 You agree not to accept any settlement that is communication directly to you by the bank unless agreed in writing in advance with us.

4. Fees, payments and claim(s) monies

4.1 Where we have represented you in relation to recovery of excess payments, we charge a fee of 30% on all amounts recovered (being the total value of the benefits to you, monetary or otherwise) plus VAT. Our charges apply to the total value of benefits, monetary or otherwise.

Below are examples of how your refund could be made, and as a result how our fee is charged:-

Compensation £1,000, cash received £1,000, balance reduced £0, fee payable £360, leaving you with £640

Compensation £1,000, cash received £700, balance reduced £300, fee payable £360, leaving you with £340.

Compensation £1,000, cash received £200 and retained by Reclaims UK North LTD as part fee payment, balance reduced £800, total fee payable £360, balance outstanding to Reclaims UK North LTD £160. Any court fees and/or solicitors' costs incurred by us on your behalf will be payable in addition to this fee. In the event that you reject any offer from the bank received by you or on your behalf and such rejection is considered by us, in our complete discretion, to be unreasonable, receipt of the offer shall be regarded for the purposes of these terms as recovery by us on your behalf of the monies/benefits being offered under the offer, such that you will be responsible for paying to us the fees calculated in accordance with these terms.

4.2 You agree that all monies recovered from the bank shall be made payable directly to us and you instruct the bank to make all payments/cheques relation to your claim(s) directly to us. You authorise us, where any payment/cheque is made by the bank directly to us, to deduct from it our fee (plus any other fee that has been paid on our behalf and any other amount(s) owing by you to us) before we forward the balance to you. We will provide to you a receipted invoice with the settlement to demonstrate the amount(s) paid to and deducted by us.

4.3 If the bank pays the recovered monies directly to you or if they reduce any of your debit balances by the settlement amount:

(a) You will notify us of such a payment or reduction within 3 working days of you becoming aware of it;

(b) We will notify you of such a payment or reduction within 3 working days of us becoming aware of it, should we become aware of it before you;

(c) You will be liable to pay the fee (Plus as other fee that has been paid on our behalf and any other amount(s) owing by you to us) directly to us within 13 days of receipt by you of an invoice submitted by us.

4.4 You agree that we can deduct the fees for your claim(s) from your credit/debit card upon completion of your claim(s).

4.5 We may at our discretion charge interest on any unpaid invoice at the rate of 8% per annum.

4.6 Should we be unable to recover any of your excess payments as identified by us through our calculations, then no fee will be payable by you to us, subject to paragraph 4.7.

4.7 If you provide any information to us which is untrue or misleading and results in an unsuccessful claim(s), you will be liable for all fees and disbursements (including court and solicitors costs) incurred or payable by us which will be payable by you to us within 14 days of receipt by you of an invoice submitted by us. In these circumstances, we may also charge you for any work already completed by us in

relation to your claim(s) at the rate of £85+VAT per hour. In addition, if you knowingly submit a frivolous or vexatious claim, then administration fee of £50 may be payable.

4.8 Should legal action become necessary to recover your money, we will pay the fee payable to provide representation at court (if applicable).

Following successful recovery, you will reimburse any such costs directly to us within 14 days of receipt by you of an invoice submitted by us.

Where requested, you will pay to us the £10 fee necessary to access your file (Data subject access request)

5. Termination

5.1 We may terminate the agreement if we consider the amount recoverable in relation to your claim(s) is insufficient to progress. In this event, you will not be required to pay us anything.

5.2 You may cancel the agreement by providing written notice to us within 14 days of the date of the commencement of the instruction. It is recommended that you send any notice of cancellation by recorded delivery post. Clients have the option, of using another claim(s) management company, to deal with their request. Any fees will be clearly shown to clients, once work has commenced, but decide to change companies.

5.3 If you terminate this agreement under paragraph 5.2, you will be liable for those costs incurred or payable by us which are equal to the sum payable under paragraph 4 should your claim(s) have been settled in full, however, if the amount of your claim(s) is unknown then you will be liable for the reasonable costs incurred by us in progressing your claim(s) at the rate of £85+VAT per hour.

6. General Terms

6.1 We will not disclose your personal information to anyone without your consent or as required by law, court order or as requested by other government or law enforcement authority or as requested by any company or other entity to whom we may either transfer or subcontract any or all of our obligations to you under this agreement.

6.2 We may offer to you some of our other products and services at our discretion.

6.3 By giving you written notice we may transfer our rights and obligations under this agreement.

6.4 The agreement sets out the entire agreement and understanding between you and us regarding our services.

6.5 By entering into this agreement you have acknowledged that you are not relying on any statement, warranty or representation given or made by us saved for those expressly set out in the agreement. We will offer no liability in relation to any other representations, promise or warranty made for this agreement unless it was made fraudulently.

6.6 If any event beyond our reasonable control prevents or hinders us from performing our obligations under this agreement we shall not be deemed to have breached this agreement.

6.7 The agreement will be governed by and construed in accordance with English law, and all claims and disputes between the parties or any of them arising out of or in connection with the agreement (Whether or not contractual in nature) will be determined in accordance with English law.

6.8 Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters arising out of or in connection with the agreement.

The Claims Process

Once we have received your claim pack, we will assess the viability of your claim(s). Following an assessment of your claim(s), we will raise a formal complaint against the Bank for the excess payments and/or PPI Premiums you have paid in relation to your account.

Simultaneously, we will request a full financial breakdown of all account charges.

2. In the event that your bank fails to respond within 8 weeks of our original communication, we then have the option, subject to the value of the claim, to a) issue a formal complaint to the Financial Ombudsman and/or the Financial Services Authority (FSA) and/or b) commence legal proceedings against your bank.

Once settlement of your claim(s) has been confirmed, your invoice will be raised- You must settle this within 7 days of issue. Once you have settled your invoice in full our authority will cease and we will be discharged of any further obligation to you. Throughout the process, you may receive communication directly from your bank regarding the progress of your claim, including statement and gestures of goodwill settlements.

You must contact us within 3 days of any offer or any such communication. By doing so, you will assist the progress of your claim. We are aware that a number of major high street banks try to slow down the claims process or offer small settlement amounts. We can only advise you of the significance of any such communication if you promptly advise us upon receipt. You are advised that if you fail to advise us of any communication from your bank, you will not only impede progress of your claim, but may also be liable to repay disbursement costs including but not limited to: legal fees, court fees and our service charge. Without exception, all of our invoiced must be paid in full within 14 days of issue. The costs of any telephone calls and invoice reminders may be added to your outstanding debt at the following rates-£10.00 (plus VAT) for second and subsequent written reminder- £3.50 (plus VAT) for second or subsequent telephone reminder-£50 (plus VAT) for solicitors letter before action.

Debt Recovery

The costs of any County Court action (£25-£100) we are forced to take against you will be added to the outstanding debt together with statutory interest, pursuant to section 69 of the County Court Act 1984 until the debt is paid in full.