

Terms & Conditions: (The Small Print)

These are our terms and conditions, please read through them and sign on the second page if you accept them.

1. What The Consumer Claims Agency will do for you:

- (a) We will assess your Payment Protection Policy and, if appropriate, pursue on your behalf, a claim for reimbursement of premiums paid plus statutory interest.
- (b) We will provide this service on a "Contingency Fee" basis (except in certain circumstances see Section 5 below on "Cancelling this Agreement"). A "Contingency Fee" is a fee that is only charged if compensation is recovered and is assessed on an agreed percentage of the amount recovered.
- (c) We will correspond and negotiate with the defendant on your behalf in this action.
- (d) We will inform you of all offers that we receive from the defendant; evaluate them and advise you in writing whether we consider it to be in your interests to accept or to reject.
- (e) We will forward to you the monies agreed in settlement of your claim with the defendant, as soon as possible after the deduction of our Fee as described in 3 (e) (iii) (iv) (v) and 3 (f).
- (f) We will endeavour at all times to provide you with the professional and dedicated service that you deserve. We will use all reasonable skill and care in the processing of your claim for reimbursement. To include all premiums plus statutory interest for all Payment Protection Policies agreed or judged to have been mis-sold.
- (g) We will always act in your best interests in pursuing your claim and obtaining for you the best results.
- (h) We will return all your documents (including bank statements, policy or credit agreements) upon receipt of all monies owed in accordance with this agreement.
- (i) We will assist you in completing all or part of our application, and/or any subsequent forms which you may be experiencing trouble with.

2. What The Consumer Claims Agency will NOT do for you:

- (a) We will NOT advise you to pursue a claim that in our opinion has no realistic chance of success, or where the amount in issue does not in our opinion justify the likely work involved, and we reserve the right to cancel this Agreement if we form this opinion.
- (b) We will NOT advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable, and we reserve the right to cancel this Agreement if you wish to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable.
- (c) We will NOT accept an offer without your agreement.
- (d) We will NOT give or offer you financial advice.
- (e) We will NOT advise you whether there is a risk that your Insurer may cancel your Payment Protection Policy after reimbursing Payment Protection Insurance Premiums and whether you should consider alternative means of obtaining Payment Protection Insurance from any provider other than those approved by The Consumer Claims Agency Limited. Nor will we advise you to seek alternative advice regards this.
- (f) We will NOT take steps to remove any negative credit entry that your Insurer may have registered against your name.
- (g) We will NOT offer Legal Advice directly in the event of your claim going to the court stage we will guide and assist you as far as we can and if needed refer you to our panel of qualified Solicitor for direct legal assistance
- (g) We will if needed transfer your claim and the rights to this contract to a third party.

3. What we expect from you:

- (a) To provide us promptly with all relevant information and items we request to enable us to pursue your claim.
- (b) To provide us with clear instructions.
- (c) To cooperate with us (including sending to us any correspondence you receive directly from the bank).
- (d) Not to ask us to work in an improper or unreasonable way or to mislead us.
- (e) To provide us with the exclusive authority for the duration of the contract (to the exclusion even of yourself):
 - (i) to pursue your claim;
 - (ii) to enter on your behalf into correspondence and negotiations;
 - (iii) to receive, bank and give valid receipt for your compensation payment;
 - (iv) to ask the defendant to make the cheque payable to The Consumer Claims Agency Limited so we can bank it, or (if the cheque is instead made payable to you but received by us) to pay it into a treasury account or to retain it pending receipt from you, payment in cleared funds of our fee agreed pursuant to this Agreement and;
 - (v) (If the cheque is made payable to us or is paid by us into a treasury account) to deduct our fee agreed pursuant to this Agreement before sending to you a The Consumer Claims Agency Limited cheque for the balance.
- (f) That, if the cheque/payment is instead sent by the defendant directly to you, rather than to us, to pay our fee within 7 days pursuant to this Agreement.
- (g) To read all of our terms and conditions and to sign to say that you have understood them.
- (h) To retain a copy of our terms and conditions for your own reference.
 - (i) pay any associated court costs (which is usually refundable at the point of settlement) which may become due should you decide to take your claim through the small claims court, The Consumer Claims Agency Limited will not offer any Legal Advice, however we will offer you support throughout the process and our panel of Solicitors will of course represent you if needed.
- (j) Provide us with your authority to correspond and negotiate with your bank by signing the letter of authority.
- (k) Allow us to transfer if we feel it of benefit to progress your case the rights to this contract to a third party organisation.

Terms & Conditions: (continued)

4. Our Fee:

- (a) We will charge you 25%+ Vat at the prevailing rate, currently 17.5%, which would mean a total of 29.375% of the total amount paid to you in full and final settlement of the claim made against the defendant. For example, for a payout of £1,000.00, we would charge a fee of £293.75 to you.
- (b) Our standard payment terms are that:
 - (i) all invoices should be paid within 14 days of the date of the invoice itself.
 - (ii) payments made after 14 days will be subject to a late payment charge of 1% per month which will be calculated on a daily basis commencing on the 15th day after the date of the invoice
 - (iii) please also note that an early settlement discount is available as outlined in Section 5 below.
- (c) At the outset of your claim, we may require from you a cheque for £10 made payable to your Insurer (which consists of administration charges that the defendant will charge us to make a Data Protection Act 1998 subject access request on your behalf for your Insurance Policy).
- (d) If no compensation is received, you pay us nothing except in certain circumstances (see section 6 below) "Cancelling this Agreement").

5. Early Settlement of Invoice Discount:

- (a) Provided that you settle our invoice and pay our fee within 7 days of the date of the invoice (and the early settlement date will be clearly stated within that invoice) you will be entitled to an early payment discount. This discount will mean that our fee is reduced to 20% + Vat at the prevailing rate, currently 17.5%, which would mean a total of 23.5% of the total amount paid to you in full and final settlement of the claim made against the defendant. For example, for a payout of £1000.00, we would charge a fee of £235.00 to you.

6. Cancelling this Agreement:

- (a) In the event that we cancel this agreement because we have advised you that your claim is unlikely to succeed, no fee will be payable by you provided that you have not breached your duties set out at paragraph 3 above.
- (b) We can cancel this agreement at any time if you have breached your duties set out at paragraph 3 above or if you accept an offer that we consider inadequate or reject an offer that we consider to be reasonable. In any circumstances other than those described at 5(a) above we may charge you a nominal fee for the work that we have undertaken for you. In the event that we make such a charge it will be calculated by multiplying the number of hours (or part thereof) spent by us on your claim by the applicable hourly charging rate of £10 per hour, and time spent will be measured in units of six minutes. We will, however, warn you if we intend to charge such fees and how much they are likely to be.
- (c) You can cancel this agreement at any time. If you choose to do so we will make a reasonable charge for the work that we have undertaken. This will not be calculated in accordance with 5(b) above but will be a reasonable charge for the work undertaken.
- (d) Cancellation of this Agreement by either party must be in writing.
- (e) There is a 14 day cooling off period in which you may cancel the agreement without any charge other than the £10 Data Protection Act fee, if the last six years statements have been requested within that time limit; or else without any charge if the statements have not been requested

This agreement is a legally binding contract and in signing it you are accepting it's terms and conditions.

Please sign here:

Print Name(s):

Signed: (1) Signed: (2)

Date:.....

Address:

.....

Postcode: Telephone number(s):

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