

Resolved Claims Ltd

Terms and Conditions

1. In this contract we qualify the following words and phrases as meaning as follows:
 - 1.1.1. 'We', 'us' and 'our' means Resolved Claims Limited, registered in England and Wales. Registered company number: 06923330. Registered office address: Resolved Claims Ltd, Capital House, 4 Hoffmans Way, Chelmsford, Essex, CM1 1GU.
 - 1.1.2. 'You' means the person(s) whose signature appears at the end of these terms and conditions.
 - 1.1.3. 'Assessment' means an analysis of any potential claim that we may be able to pursue on your behalf once we receive all the relevant documents.
 - 1.1.4. 'Claim' means the seeking of compensation from a third party who in some instances may be a financial institution, an Independent Financial Advisor (IFA), or any other party who is regulated by the Financial Conduct Authority (FCA).
 - 1.1.5. 'Creditors' means the business that provided credit to you in respect of payment, or part payment, of any product or service that may be the subject of a claim.
 - 1.1.6. 'Debt' means any money which you owe in respect of any goods or service that has outstanding finance.
 - 1.1.7. 'Documentation' means a signed copy of your form of authority, and any other information and documents you have relating to any goods, services, or investments that are the subject of this claim.
 - 1.1.8. 'Fees' means the amounts that we will charge you under this agreement for providing our service as contained in clause 6 of this agreement.
 - 1.1.9. 'Compensation' means any and all of (i) the total amount payable under your debt being reduced, (ii) your creditors or the third party accepting that you do not have to repay your debt or part of it, and/or, (iii) any third party making a payment of redress, damages or gesture of goodwill to you
 - 1.1.10. 'Form of authority' means the documented authority given by you for us to act on your behalf.
 - 1.1.11. 'Our service' means the services set out in clause 3.
 - 1.1.12. 'Personal information' means information and documents which contain data which is relating to you.
 - 1.1.13. 'Success fee' means the fee which is payable to us if your claim results in compensation.
 - 1.1.14. 'Third party' means the company or individual that sold the goods, services, investment to you, or any wrapper that was sold to you in order to manage a portfolio of investments.
 - 1.1.15. 'Valid claim' means that in our opinion you could be entitled to compensation.
 - 1.1.16. 'Welcome Pack' means these terms and conditions, together with other information and documents that we provide to you about our services.
2. The parties to this agreement
 - 2.1. This agreement is between you and us.
 - 2.2. The services we provide under this agreement, once commenced, are personal to you and therefore your rights and responsibilities in this agreement cannot be assigned to any other person.
 - 2.3. We can assign our rights and responsibilities in this agreement provided that the person we assign it to agrees to provide the same services to you in accordance with this agreement. We will write to you before any assignment is made to ensure that you are aware that it is happening. In such circumstances you have 14 days in which to cancel this agreement without charge (this is in addition to the rights of cancellation set out at clause 7 below).
 - 2.4. We exclude the provisions of the contracts (rights of third parties) act 1999 from this agreement which means that only you and Resolved Claims Ltd have any rights under this contract. However, if you ask us to liaise with anybody else on your behalf in relation to this contract, we will do so provided that you give us your written permission.
3. Our service
 - 3.1. Before offering our service to you we asked you some questions to ensure that it is suitable for you. We decided to provide our service to you because of the answers that you gave to us in response to those questions.
 - 3.2. We will seek recovery of the compensation for you and keep you informed of the progress of your claim.
 - 3.3. You must advise us if any of the following circumstances apply:
 - 3.3.1. You are currently in default on your debt(s),
 - 3.3.2. You have ever been made bankrupt or it is likely you may be made bankrupt in the next 12 months.
 - 3.3.3. During providing our services you stop making full repayment of any repayments due for your debts.
4. Your rights and responsibilities
 - 4.1. You must ensure that you always supply truthful and accurate information when we request it and promptly notify us of any changes in your circumstances.
 - 4.2. Whenever we write to you and request you to either (i) return signed documents to us, (ii) provide information or documents to us, or (iii) do anything else which we require you to do to enable us to provide our services, you must do so within 14 days of our request. If you do not do this, we will write to you to remind you and provide a final 14 days in which for you to do so. If you still fail to do so we may terminate this agreement.
 - 4.3. If you fail to comply with our requests as stated at point 4.2, or you seek the services of a third party after the "cooling off" period has expired, then you agree that we can charge you a fee of £125 per hour for any work already completed.
 - 4.4. You should consider your obligations to us if you wish to cancel this contract after 14 days have passed.

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5. Other important information

- 5.1. We cannot and do not guarantee the outcome of any claim although assessments will be carried out with care and skill to properly present your claim.
- 5.2. We do not provide any advice concerning the repayment of debts and specifically we will not at any stage advise you to cease making repayments of your debts. If you require advice regarding your debts, you should consider contacting organizations such as step change or the money advice service who provide free debt advice.
- 5.3. It will take longer than 30 days to provide our service in full. We hope to have provided all our services within 12 months of the agreement commencing, however, if we need to seek an adjudicators decision then the timescale will increase.
- 5.4. We shall not be liable for failure to comply with our obligations under the contract due to an event which is beyond our reasonable control, and we will endeavor to provide the services within a reasonable period of time.
- 5.5. Any notice to be given under the contract by either party to the other must be in writing and be served by post to the address of the other party as set out in these terms and conditions. The written notice is deemed to be served forty-eight hours after posting.
- 5.6. These terms and conditions (and any non-contractual matters arising under them) are governed by English law. You should only enter into the contract on this basis.
6. Our fees that are payable on each successful claim that you ask us to pursue are listed below. If your claim is not successful, then we will not ask you to pay us any fee.

Compensation	Max % Rate	Maximum Fee
£1-£1,499	30%	£420
£1,500 - £9,999	28%	£2,500
£10,000- £24,999	25%	£5,000
£25,000-£49,999	20%	£7,500
£50,000 upwards	15%	£10,000

- 6.1. We will not charge you anything for any initial assessment, and if after assessing your paperwork we believe that we cannot pursue a claim, then we will notify you by email, and/or post, and no fee will be payable.
- 6.2. In the event that you ask us to pursue more than one claim on your behalf, then the fees payable are per award of compensation. An example of this is where you make 12 payments of £10,000 for a "scam", and we can recover all 10 payments, thereby, our fees would be 10 x £2,500 as per the chart above.
- 6.3. We will charge VAT at the current rate on any fees that we charge you.

7. Cancellation and termination

- 7.1. You can cancel this contract within 14 days of entering into it and you will not have to pay anything to us.
- 7.2. After the conclusion of the cancellation period contained in clause 7.1 you can still ask us to cease providing our services at any time, but we will charge you for work completed by us up to the point of cancellation this will be charged at an hourly rate of £125 per hour or part thereof.
- 7.3. We can also terminate this agreement if you breach any of your responsibilities and you fail to rectify your breach within 14 days of us telling you, which we will attempt to do by both telephone, email, and post.
- 7.4. Any cancellation of this agreement, or instructions for us to cease providing our services, must be given in writing.

8. Use of your information

- 8.1. We will comply with our obligations under the GDPR regulations as amended from time to time. You consent to us passing on your personal information to all third parties we deem necessary to provide our services to you.
- 8.2. If you want to know exactly what personal information we hold about you, you can obtain it from us by making a subject access request. If it transpires that the information held is inaccurate, we will make the necessary amendments and confirm to you that these have been made.
- 8.3. To obtain a copy of the personal information held by us, please write to the 'data protection officer' at the address shown in 1.1.1 of this agreement.
- 8.4. On occasion, it may be necessary for us to disclose your personal information to regulatory bodies as part of our regulatory obligations.
- 8.5. We will only ever retain your data for the purposes of handling any claim that you ask us to pursue, and to meet any regulatory obligations. We will not disclose your personal information to any third party, other than Government agencies (if requested).
- 8.6. Please refer to our complaints procedure if you are dissatisfied with any service we provide.
- 8.7. We will look to initially respond to any complaint within 5 working days.

Resolved Claims Ltd

Client Disclaimer & Confirmation

I/we wish to confirm that I have read all the relevant paperwork and documentation supplied by Resolved Claims Limited in respect of my claim. I also confirm my comprehension of all verbal advice and information whether in person or by telephone including but not limited to the following:

I must, wherever possible continue to maintain my contractual obligations on any relevant current credit agreements that I have in place whilst my claim is in process if my claim relates to goods or services funded by finance.

I understand that I may be sent forms from Resolved Claims Ltd at any time during the claim process as part of the ongoing claim and that I am responsible for the completion and return of the forms to assist in the claim process.

In the instance that the claim is successful then I agree to pay Resolved Claims Ltd fees as per the fee scale that I have read on the previous page, and which is in accordance with FCA guidelines.

In the event, that I cancel this claim after 14 days, or fail to comply with any request for further information after 14 days as per point 7.3 in our "Terms & Conditions" then I will agree to compensate Resolved Claims Ltd for any losses incurred at an hourly rate of £125 per hour or part thereof.

Resolved Claims Ltd has a complaint handling procedure which states that if at any time I have reason for complaint or if I am not satisfied for any reason, I will in the first instance illustrate my concerns in writing to;

Complaints Manager,

Resolved Claims Ltd,
Capital House,
4 Hoffmanns Way,
Chelmsford,
Essex,
CM1 1GU

I understand that in most case the claim will take up to 12 months to complete (in some cases longer) but if we need to submit your case to either the Financial Ombudsman Service, or the Financial Services Compensation Scheme then this may result in a delay in completing my claim.

I have read and agreed to the terms and conditions as set out and illustrated above.

I agree to the above terms and conditions and instruct Resolved Claims Ltd to proceed with my claim.

Full Name(s):

Date:

Signature (s):
