

Please do not hesitate in contacting us if you require any documentation in a larger font size.

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions & rules of interpretation in this Clause apply in these Conditions.

“Company/We/Our/Us” means Olton Alexander Limited whose registered address is Calcutt Court, Calcutt, Swindon, England, SN6 6JR. Company number 07652082.

“Award” means any offer of compensation made at any time by the Creditor to You in connection with any Consumer Credit Act Claim and or Litigation Claim undertaken by Olton Alexander Limited and or Referred Party. The Award shall be the net amount of any costs that may apply.

“Claimant” means an individual or individuals that are interested in pursuing a Claim.

“Claim Assessment” means the assessment of a potential Litigation Claim or Consumer Credit Act Claim carried out by Us based on the information provided, any documents or other information supplied by You, in order to determine the likely prospects of a Litigation Claim or Consumer Credit Act Claim being successful.

“Commencement Date” this has the meaning given in Clause 2 and means the date in which the agreement between You and Us commences.

“Conditions” means the terms and conditions as amended from time to time in accordance with Clause 19.

“Consumer Credit Act Claim” means a claim under the Consumer Credit Act 1974 that is directly undertaken by Olton Alexander Limited made against a Creditor for losses suffered by You resulting from breach of contract, misrepresentation (or otherwise) by a Supplier.

“Contract” means the contract between Us and You for the supply of the Services on an

exclusive basis in accordance with these Conditions.

“Cooling Off Period” means the period in which You can cancel the Contract as defined in Clause 15.

“Creditor” means the provider of the credit facility which has lent in part or in whole, an amount of money to facilitate the purchase of the goods and/or services to which the Litigation Claim or Consumer Credit Act Claim relates to.

“Early Termination Fee” means the fee payable by You pursuant to Clause 8.1, in the event that the Contract with Us is terminated before You engage any Introduced Party that We have introduced to You for the prosecution of Your Claim.

“Express Request” means instructing Us to provide you Our Services by signing and returning Our Terms of Engagement

“Law Firm” means organisations that employ lawyers to provide legal advice and legal services.

“Litigation Claim” means a claim undertaken by the Referred Party made against a Creditor for losses suffered by You resulting from breach of contract, misrepresentation (or otherwise) by a Supplier.

“Litigation Funder” means a third party (with no prior connection with the litigation) who agrees to finance all or part of the legal costs of the litigation in return for a fee payable from the proceeds recovered by the funded Claimant.

“Material Breach” means breaches of Our and Your obligations in accordance with Clause 3 and 4.

“Referred Party” means a means Law Firm and or Litigation Funder

“Services” means the initial assessment of a potential Consumer Credit Act Claim or Litigation Claim, collation of all required documents including all documents requiring signatures and reviewing the suitability and viability of any Litigation Claim and or Consumer Credit Act Claim. We will also source and introduce suitable Law Firms including forwarding their respective documents and manage the collection and signatures of all necessary documentation to the appropriate Law Firms. We also initiate and subsequently handle claims under the Consumer Credit Act 1974 against Creditor on behalf of and as an agent for You up to and including being authorised by You to accept the offer of an Award which We, acting reasonably, consider to be fair and reasonable. Where appropriate, We will also source and introduce suitable Litigation Funders including forwarding their respective documents and manage the collection and signatures of all necessary documentation to the appropriate Litigation Funders. We will not commence any legal action on Your behalf.

“Success Fee” means the fee payable in respect of an Award as described under Clause 5.

“Supplier” means the supplier of the goods and or services to which the Litigation Claim or the Consumer Credit Act Claim relates.

“Third Party” means other market professionals relevant in aiding a Litigation Claim or Consumer Credit Act Claim.

“Timeshare Product” This definition is not limited to the definition provided in the Timeshare, Holiday Products, Resale and Exchange Contracts Regulation 2010, but may also include other associated Timeshare products such as points, fractions, freeholds and club memberships.

“You/Your” means the person or persons who have engaged Us to provide the Services.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to writing or written includes faxes and e-mail.

1.6 Where the words include(s), including or in particular are used in these Conditions, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.7 Any obligation on a person in these Conditions not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to Clauses and schedules are to the Clauses and schedules of these conditions.

2. COMMENCEMENT, DURATION AND EXCLUSIVITY PERIOD

2.1 The Contract shall come into existence on the date upon which we received a signed copy of our Terms of Engagement, (“Commencement Date”) and shall continue until terminated in accordance with the provisions of Clause 16.

3. COMPANY'S OBLIGATIONS

- 3.1 Subject to Clause 3.2(a), We shall:
- (a) provide the Services with reasonable skill and care;
 - (b) use all Our reasonable endeavours to complete the Claim Assessment as soon as reasonably practicable;
- 3.2 On completion of the Claim Assessment, We either:
- (a) Introduce the Claimant to Law Firms only where We, in Our absolute discretion, determine that:
 - (i) there is a realistic prospect of the Litigation Claim being successful; and
 - (ii) the Litigation Claim is financially viable for Law Firms to pursue.
 - (b) Initiate a Consumer Credit Act Claim directly against the Creditor only where We, in Our absolute discretion, determine that:
 - (i) there is a realistic prospect of the Consumer Credit Act Claim being successful; and
 - (ii) the Consumer Credit Act Claim is financially viable for Us to pursue.
- 3.3 notify You promptly in the event that any additional information or documentation is required from You in connection with the Litigation Claim or Consumer Credit Act Claim.
- 3.4 keep You informed as to the progress of your Consumer Credit Act Claim and respond to any reasonable enquiries from You.
- 3.5 Deal with any complaints made by You in a timely manner in accordance with the provisions of Our Complaints Handling Procedure.

- 3.6 Any dates agreed in respect of Our performance or the performance Law Firms under the Contract shall be estimates only.

4. CLAIMANT'S OBLIGATIONS

- 4.1 The Claimant shall:
- (a) co-operate with the Company in all matters relating to the Services;
 - (b) promptly provide copies of all documents and information relating to either to a Litigation Claim or Consumer Credit Act Claim;
 - (c) send Us copies of documents and retain their own copies where originals are specifically required;
 - (d) provide, in a timely manner, such information and documentation as the Company may reasonably require in connection with the Litigation Claim or Consumer Credit Act Claim and ensure its accuracy; and
 - (e) promptly inform the Company about any matters and or information relating to the Litigation Claim or Consumer Credit Act Claim;
 - (f) authorise the Company absolute discretion, the authority to accept an Award on their behalf for any Consumer Credit Act Claim conducted by the Company; and
 - (g) immediately notify the Company if You are:
 - (i) deemed unable to pay the debts or have no reasonable prospect of doing so within the meaning of Section 268 of the Insolvency Act 1986; or
 - (ii) the subject of a bankruptcy petition or order.

(h) sign and return within 14 days any documentation provided by Us that forms a substantive part of the final Consumer Credit Act Claim narrative (as determined by Us by exercising Our sole discretion) of Your Consumer Credit Act Claim.

4.2 You authorise Us to accept the offer of an Award which We, acting reasonably, consider to be fair and reasonable in respect of a Consumer Credit Act Claim. We will not be required to obtain Your consent before accepting an Award on Your behalf which we consider to be fair and reasonable. You will be liable to pay the Success Fee regardless of any appeal You may choose to undertake should You be unsatisfied with part or all of the successful Consumer Credit Act Claim.

4.3 If Our performance of Our obligations under the Contract is prevented or delayed by any act or omission by You, We shall not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay.

4.4 You shall be liable to pay to Us, on demand, all reasonable costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from Your fraud, negligence, Early Termination, failure to perform or delay in the performance of any of Your obligations under the Contract, subject to Us confirming such costs, charges and losses to You in writing.

5. SUCCESS FEE

5.1. For each separate Consumer Credit Act Claim and or Litigation Claim, You shall pay Us a Success Fee equal to 30% of the amount of the Award plus VAT (the "Success Fee")

5.2. If the action is successful, the Success Fee is calculated as follows:

Example:

Award of £5,000.00 is received by You following a successful Consumer Credit Act Claim or Litigation Claim.

Our Success Fee is 30% + VAT = £1,800.00

Therefore you retain £3,200.00.

For a detailed breakdown please refer to the Summary Information Document attached.

5.3. The Success Fee shall become due upon acceptance of an Award on behalf of You.

5.4. The Success Fee shall be payable to Us within 7 days of the payment and cleared funds of an Award to You.

5.5. If following a Claim Assessment, We, in our absolute discretion, determine that there is no realistic prospect of the action being successful or that the action is not financially viable for Us to pursue no Success Fee shall be payable.

5.6. Without prejudice to any other right or remedy that it may have, if You fail to pay Us on the due date for any payment, We may:

(a) charge interest on such sum from the due date for payment at an annual rate equal to 3% over the base rate of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and You shall pay the interest immediately on demand;

(b) suspend all Services until payment has been made in full. Interest will not be charged where payment of an Award is made directly to the Company; and

(c) pursue the debt through legal proceedings including any costs

incurred in the pursuit of the settlement of the debt.

any way and shall not do any act which might reasonably create the impression that the Company is authorised.

6. THIRD PARTY INTRODUCTION

6.1 The Company can provide Third Party services to the Claimant to assist them with their concerns about their timeshare products.

6.1 The Claimant may be introduced to the Company's Third Party and is aware that the Company may receive an introductory commission and or fee(s) for doing so.

6.2 The Claimant acknowledges and agrees that there shall be data transfer between the Company and the Company's Third Party in accordance with the Data Protection Act 2018 and GDPR. The data shall only be transferred provided it is relevant in the pursuance of your Litigation Claim or Consumer Credit Act Claim.

6.3 The Company will introduce the Claimant in accordance with in Clause 7.

(b) **No authority to contract or negotiate.**

The Company shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Claimant, including for the provision of the services or the amount for them and shall not negotiate any terms for the Claimant.

7.4 **Limits on representations.** The Company shall not, without the Claimant's prior written consent, make or give any representations, warranties or other promises concerning the Claimant whatsoever.

7.5 Commission and payment

(a) **Commission entitlement.** The Company may be entitled to Commission and or fee(s) if a Claimant retains a Third Party Introduced by the Company, payable by the introducee.

7.6 Obligations of the Claimant

(a) **Good faith.** The Claimant must at all material times act in good faith towards the Company.

7.7 **Provision of information.** The Claimant shall provide the Company at all material times with the information the Company reasonably requires too carry out its duties.

7.8 **Freedom of Claimant not to pursue Introductions.** The Claimant shall be under no obligation to:

(a) follow up any introduction (whether Referred Party or Third Party) made by the Company; or

(b) enter into a Contract.

7.9 Nothing in this agreement shall be deemed to create a partnership or the relationship of

7. INTRODUCTIONS

7.1 **Appointment.** The Claimant appoints the Company on the terms of this Agreement.

7.2 Duties of Company

(a) **Good faith.** The Company shall serve the Claimant faithfully and diligently and not allow its interests to conflict with its duties under this Agreement;

(b) **Introductions.** The Company shall use reasonable endeavours to make Third Party introductions;

7.3 Limited Scope of Authority

(a) **No authority to bind.** The Company will not at any time represent, hold out or permit any person(s) to hold out as being authorised to bind the Claimant in

employer and employee between the Company and any Referred Party and or Third Party. Neither party is an agent of the other nor has any authority to bind the other.

employees, agents, consultants, subcontractors and, any other Referred Party and or Third Party We may introduce You to and any other confidential information concerning Our business or Our products which You may obtain.

8. PAYMENT OF REASONABLE COSTS FOR EARLY TERMINATION

- 8.1 In the event of the Contract being terminated after the end of the Cooling Off Period but before You have engaged an organisation that we have introduced, You shall be liable to pay a reasonable fee to Us in respect of work undertaken by Us prior to such termination (“Early Termination Fee”). You will also have to pay any reasonable disbursements that We have paid in respect of the Litigation Claim or Consumer Credit Act Claim.
- 8.2 In the event You have terminated the Contract or are in breach of Clause 4.1 (h) You will be liable for the full Claim amount.
- 8.3 We shall submit an invoice to You, setting out the amount of the Early Termination Fee and any disbursements, which shall be payable by You within 14 days.
- 8.4 No Early Termination Fee shall be Fee payable should the Contract be terminated during the Cooling off Period.

- 10.2 We and You may each disclose such information as may be required by law, court order or any governmental or regulatory authority.
- 10.3 You shall not use any such information for any purpose other than to perform Your obligations under the Contract.

11. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 Nothing in these Conditions shall limit or exclude Our liability for:
 - (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.
- 11.2 Subject to Clause 12.1, should We fail to comply with these Conditions, We shall be liable for loss or damage suffered by You that is a reasonably foreseeable result of Our breach of the Conditions or of Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it were an obvious consequence of Our breach or if it were contemplated by You and Us on the Commencement Date.

9. ADVERSE COSTS WARNING

Failure to authorise and return, any document, if requested, which we determine using Our sole discretion to be substantial or final in the pursuance of your Consumer Credit Act Claim within 14 days, will incur the entire Success Fee falling due immediately upon the 14 day expiry.

10. CONFIDENTIALITY

- 10.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us, Our

- 11.3 Except as expressly stated in these Conditions, and subject to clause 11.1, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 11.4 Where following a Claim Assessment We introduce you to a Third Party or Referred

Party, We make no representation, warranty, and or guarantee, that such Litigation Claim will be successful.

11.5 This Clause shall continue in full force and effect after the termination of this Contract.

12. INDEMNITY

12.1 You will, to the extent that a claim does not arise from the negligence or wilful default of Us, indemnify and keep indemnified on demand and hold harmless Us from and against all losses suffered or incurred or arising out of or in connection with:

- a) any third-party claim relating to the provision, supply or use of any of Our Services to the extent that any such claim relates to Your Litigation Claim or Consumer Credit Act Claim having a limitation period of less than 90 days.
- b) any postal complications including but not limited to:
 - i) the sending and receiving of post in the course of delivery;
 - ii) loss, damage or delay of post in the course of delivery; and
 - iii) postal strikes

13. DATA PROTECTION

13.1 We use the information you provide primarily for the provision of the Services to you and for related purposes including:

- a) updating and enhancing Claimant records
- b) analysis to help us manage our practice
- c) statutory returns
- d) legal and regulatory compliance
- e) data transfer between the Company and the Company’s Contacts, in accordance with the Data Protection Act 2018 and GDPR of all relevant data appertaining to Your Claim.

13.2 Our use of this information is subject to your instructions, the Data Protection Act 2018, GDPR and our duty of confidentiality.

13.3 Our work for you may require us to give information to Third Parties. Under data protection legislation you have a right of access to the personal data that we hold about you.

13.4 We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office, preferably in writing.

13.5 You acknowledge that we may transfer or store your data outside of the European Economic Area.

14. CLAIMANTS RIGHT TO CANCEL

14.1 You have the right to cancel the Contract at any time during the period of 14 days starting on the day after the Commencement Date (the “Cooling Off Period”).

14.2 Notice of cancellation may be made in writing, by e-mail, by telephone or in any other form to the person named in the accompanying letter. However, to establish proof of cancellation it is preferable to send this by registered post.

You can use the NOTICE OF RIGHT OF CANCELLATION FORM provided separately, but you do not have to do so. Cancellation is subject to payment of our costs to date where applicable where you have previously instructed us to commence instructions in writing. For the avoidance of doubt, signature and return of these Terms of Engagement will constitute such instruction and will also constitute you providing an Express Request for us to provide our Services during the Cooling Off Period. No fees will be due if you cancel within the Cooling Off Period, even if you have provided an Express Request for the Company to commence work before the expiration of the Cooling Off Period.

15. TERMINATION

- 15.1 We may terminate the Contract if:
- (a) following the Claim Assessment, We, in Our absolute discretion, determine that:
 - (i) there is no realistic prospect of the Litigation Claim or Consumer Credit Act Claim being successful; or
 - (ii) the Litigation Claim or Consumer Credit Act Claim is not financially viable for a Law Firm to pursue; or
 - (b) You commit a Material Breach of the Contract and (if such a breach is remediable) You fail to remedy that breach within 14 days of being notified in writing of the breach; or
- 15.2 Without prejudice to Clause 15, You may terminate the Contract:
- (a) if We commit a Material Breach of the Contract and We fail to remedy that breach within 14 days of being notified in writing of the breach (if such a breach is remediable); or
 - (b) at any time by giving written notice to Us.
- 15.3 The Contract shall terminate automatically if:
- (a) the Litigation Claim is rejected by an Referred Party; and
 - (b) We, in Our absolute discretion, determine that there is no realistic prospect of the Litigation Claim or Consumer Credit Act Claim being successfully pursued any further.
 - (c) You enter into an agreement with any Referred Party by signing their terms of engagement or other agreements for the facilitation of services.

16. CONSEQUENCES OF TERMINATION

- 16.1 Subject to Clause 16, on termination of the Contract for any reason:
- (a) You shall be liable to pay the Early Termination Fee (if any);
 - (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
 - (c) Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following Clauses: Clause 8 (Early Termination Fee), Clause 10 (Confidentiality), Clause 11 (Limitation of Liability), Clause 16 (Consequences of Termination), Clause 25 (Notices) and Clause 26 (Governing Law and Jurisdiction).
- 16.2 Termination in accordance with Clause 15.3 shall not incur liability relating to Early Termination Fee.

17. FORCE MAJEURE

- 17.1 For the purposes of the Contract, "Force Majeure Event" means an event beyond Our reasonable control including, but not limited to, strikes, lockouts or other industrial disputes (whether involving the workforce of Us or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.2 We shall not be liable to You as a result of any delay or failure to perform Our obligations under the Contract as a result of a Force Majeure Event.

17.3 If the Force Majeure Event prevents Us from providing any of the Services for more than 4 weeks, We shall, without limiting Our other rights or remedies, have the right to terminate the Contract immediately by giving written notice to You.

18. VARIATION

18.1 Any variation of the contract shall only be valid where:

i) the Success Fee is reduced, and the variation is in writing and signed by Us and or on Our behalf.

ii) Success Fee is increased, and the variation is in writing and signed by You and Us and or on Our Behalf

19. WAIVER

19.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

19.2 No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

20. CUMULATIVE REMEDIES

Except as expressly stated in these Conditions, rights and remedies provided in these Conditions are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

21. SEVERANCE

21.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. ENTIRE AGREEMENT

22.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of the Contract.

22.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.

22.3 Nothing in this Clause shall limit or exclude any liability for fraud.

23. ASSIGNMENT

23.1 We may transfer Our rights and obligations under the Contract to another claims management company or authorised provider of legal services and We will always notify you in writing in the event that an assignment takes place. This will not affect Your rights or Our obligations under the Contract. You may not transfer Your rights or Your obligations under the contract to any other person or entity.

23.2 Each party (ie husband/wife or civil partner) that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

24. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

25. NOTICES

25.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

25.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

25.3 This Clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Contract shall not be validly served if sent by e-mail.

26. GOVERNING LAW AND JURISDICTION

26.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SERVICE LEVELS

Hours of Operation

We are normally open between 10am and 4pm from Monday to Friday.

Service levels and frequency of communication.

We will update you by telephone or in writing with progress on your Consumer Credit Act Claim, when appropriate and we will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Consumer Credit Act Claim, we will update you what options are available and suggest an appropriate course of action.

Outsourcing Sometimes we ask other companies or people to conduct work for us which may include; typing/photocopying/other work on our files to ensure this is done promptly/in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

External auditing

External firms or organisations may conduct an audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Equality and diversity

We are committed to promoting equality and diversity in all our dealings with claimants, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Future instructions

Unless otherwise agreed, these Terms of Engagement will apply to all future instructions you give us on this or any other matter.

IMPORTANT NOTICE

We are a claims assessment business only and We do not provide any financial or legal advice of any kind. Any such information discussed with you is for general guidance purposes only and does not constitute financial or professional advice and We accept no liability for loss or damage of any kind arising from the use of, or inability to use any such information. You should seek your own independent financial advice.

STATUTE OF LIMITATION

Any Litigation Claim or Consumer Credit Act Claim in respect of a misrepresentation or breach of contract is subject to a limitation period. The date for expiration of Your Litigation Claim or Consumer Credit Act Claim may vary depending on circumstances.

Should the limitation period expire during Our process of seeking redress for your Consumer Credit Act Claim, the Creditor and or the Supplier may determine the Consumer Credit Act Claim and or Litigation Claim to be outside the statutory limitation period and thus Your Consumer Credit Act Claim and or Litigation Claim will be statute-barred. This will ultimately result in Your claim being closed permanently. This shall end any option moving forward for financial redress. It is the domain of lawyers to issue proceedings which stops the statutory limitation period from expiring. If you are in doubt regarding this matter, please seek independent legal advice to instigate such proceedings.

COMPLAINTS HANDLING PROCEDURE

1. Complaints may be made in writing, by e-mail, by telephone or in any other form in respect of a claims management service that we have provided.

Confirmation of complaint details will be requested for clarification in writing and logged by the company.

2. We reserve the right to decline to consider a complaint that is made more than six months after you became aware of the cause of the complaint. There may be instances where we will waive this requirement at our discretion. We will confirm to you in writing if a complaint

has been made outside the time limit that we are prepared to consider.

3. We will send you an electronic or written acknowledgment of your complaint within five business days of receipt. We will identify the person who will handle the complaint. Wherever practically possible, that person will not have been directly involved in the subject of the complaint and will have the relevant authority to investigate and bring the complaint to a satisfactory outcome.
4. Within eight working weeks of receiving a complaint we will send you either:
 - 4.1 a response which addresses the complaint to a satisfactory outcome, or
 - 4.2 a response which explains why we are not able to make a final response, giving reasons for the delay and indicating the timescale of when we will be able to provide a final response.
5. Where we decide that compensation is appropriate, we will settle it for any acts or omissions for which we are responsible. We will comply with any offer of compensation which you accept. Compensation may not always be financial.

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If you do not wish to receive information on other products or services, please tick here.

Please tick to confirm that you have read and understood the above 'Terms of Engagement' and agree to be bound by them.

Please tick here if You wish Us to commence provision of the Services immediately (before the end of the Cooling Off Period referred to in Clause 14.1 above):

(Please print)

Claimant:

Address:

Tel No:

Email address:

Signed:

Dated:

Joint Claimant:

Address:

Tel No:

Email address:

Signed:

Dated: