

Finance Claims Terms

This agreement is a legally binding contract between the claimant and Financial Claims Specialists Limited T/A Finance Claims having its registered business address at 27 Cork Road, Middleton, Co Cork hereafter referred to as The Company. In consideration of The Company acting on their behalf the Claimant(s) hereby agree(s) to be bound by the within Terms and Conditions.

Scope of Work

1. The Claimant(s) hereby engages The Company to act on their behalf in relation to their claim for compensation for being mis-sold a credit agreement by the finance provider (as described in the letter of authority).

2. The Claimant(s) authorises The Company to take all steps in relation to the pursuit of their claim including but not limited to:-

- Liaising with the finance provider and their agents directly in relation to the claim
- Contacting the Claimant(s) for additional information
- Taking up and holding for use in pursuit of the claim personal information belonging to the Claimant(s)
- Negotiating and settling the Claimant(s) claim with the finance provider. Taking up settlement award directly from the finance provider on behalf of the Claimant(s). Instructing a member of their panel of solicitors in relation to their claim if The Company deems it necessary to bring a claim for compensation through the courts

Fees and Charges

3. In the event The Company fails to elicit an award of compensation for the Claimant(s) there will be no charge to the Claimant(s).

4. The Company's fees will be 25 % plus VAT of the Claimant(s) compensation whether it is by Settlement with the finance provider or by court award. The Company reserves the right to charge a cancellation fee as per the contents of Clause 16 below.

5. In the event the Claimant(s) accepts a non-cash award The Company's fee will be 25% plus VAT of the cash equivalent of the award.

6. Any amount that remains unpaid for 30 days from the date of invoice shall incur interest at the rate of 1.5% per month or part thereof. Interest will be calculated on all outstanding amounts from the date of issue of the invoice.

7. In the event of default on payment by the Claimant(s), the Claimant(s) will be liable for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses,

including commission charged by debt recovery agents and solicitors' costs) on a full indemnity basis. The Claimant(s) hereby charges its interest in any and all land registered in its name as security for payment of monies it owes to The Company.

8. Unless otherwise stated, all rates, charges and/or prices are quoted exclusive of VAT, duty, taxes or any other statutory charge or fee payable in connection with the supply of services.

Jurisdiction

9. This Agreement is deemed to have been entered into in the country of residence of the Claimant(s). Any legal action arising out of, or in respect of this Agreement and/or the interpretation thereof shall be brought only in the country of residence of the Claimant(s): being the law of Republic of Ireland and the courts of the Republic of Ireland for Claimant(s) who reside in the Republic of Ireland; the law and courts of England and Wales for Claimant(s) residing in England and Wales; the law and Courts of Scotland for Claimant(s) residing in Scotland and the law and courts of Northern Ireland for Claimant(s) residing in Northern Ireland.

Warranty/Duty to Act

10. The Company provides no warranty that it will successfully secure compensation for the Claimant(s) and hereby reserves the right to refuse to act for the Claimant(s) at any time and for any reason The Company shall deem fit.

Claimant(s) Covenants

11. The Claimant(s) hereby acknowledges and authorises the following:

- That the Claimant(s) could bring the claim directly to the finance provider or appropriate ombudsmans service themselves
- That the Claimant(s) will not instruct any other entity in relation to their claim unless they first validly terminate this agreement (see clause 15 and 16 below)
- That the Claimant(s) does not want any form of non-cash compensation and authorises The Company to reject any such offers. If the Claimant(s) accepts any such award they will be liable for the Company's fees as per clause 5 above
- That compensation cheques will be paid directly to The Company or any legal firm engaged on the case who will then deduct their fees and transmit the balance to the Claimant(s)

Limitation of Liability

12. The Company does not liability of The Company to the Passenger(s) for any reason related to the performance of this agreement shall be limited to the monetary equivalent of the award payable to them under EU Regulation 261/2004.

Severability

13. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind The Company. Headings are for ease of reference only and do not form part, or affect the interpretation, of these terms and conditions.

Waiver

14. Failure by The Company to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights The Company may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.

Cancellation/Termination

15. The Claimant(s) shall have a 14 day cooling off period from the date hereof to cancel the within Agreement. To cancel this agreement a formal, clear and unequivocal communication must be sent in the form of a registered letter to The Company's trading address which is Unit 1g, The Atrium Building, Blackpool, Cork or via email to info@financeclaims.ie.

16. If at any time after the expiry of the cooling off period the Claimant(s) wishes to cancel this agreement, 30 days' notice must be given to The Company via formal communication in the form described at Clause 15. If at the expiry of the 30 day notice period The Company has not secured an award for the Claimant(s) the Claimant(s) will each be responsible for a cancellation fee of €50 plus VAT. If at the expiry of the 30 day notice period The company has secured an award or agreement for award in favour of the Claimant(s) the Claimant(s) will be responsible for The Company's fees as set out above.

Complaints Policy

17. The company is dedicated to providing the best possible service to our customers if at any time you have any issue with our service please contact us either by phone on Lo-Call +353 (0)818 301 302 or via email at info@financeclaims.ie.

Confirmation of Terms and Conditions

18. I/We the Claimant(s) acknowledge that the above terms and conditions are binding on me/us/our whether or not I/we sign the acknowledgement below in circumstances where the terms and conditions are sent to me/us by The Company prior to or during work being completed by The Company for the Claimant(s).

Financial Claims Specialists Limited T/A Finance Claims. Trading Address: Unit 1G, The Atrium Building, Blackpool Retail Park, Cork. **Registered Address:** 27 Cork Road, Middleton, Co Cork. **Registration Number:** 4821122