

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **'Benefit'** means all monetary and non-monetary benefits arising from our services. This will often be a cash refund to you but in some cases may also include debt reduction and/or cancellation. For example if you are in arrears on a loan/ credit card or any other form of debt, all or part of the refund may be used to pay off those arrears. If this happens you will have benefitted from our services and our fees will be payable in line with our service charges.
- 1.2. **'Claim'** means a given claim for compensation made by us on your behalf in accordance with the terms of the contract.
- 1.3. **'Compensation'** means the total monies and the full value of Benefits (as defined above) offered by the Third Party whether as compensation, a gesture of goodwill or otherwise arising from any claim made by us on your behalf. Where such an offer is adjusted on appeal, then the higher amount shall be used to calculate the amount of Compensation.
- 1.4. **'Contract'** means the contract between the Company and the Client for the provision of the Services, comprising the signed Letter of Engagement and these Terms and Conditions.
- 1.5. **'Correspondence Address'** means the following address; Unit 1 Uddens Trading Estate, Wimborne, Dorset BH21 7LQ.
- 1.6. **'DPA'** means the Data Protection Act 1998, as amended from time to time.
- 1.7. **'GDPR'** means the General Data Protection Regulations 2018, as amended from time to time.
- 1.8. **'Fees'** where you benefit from our service will be 20% plus VAT of the total benefit of each individual PPI claim and 35% plus VAT of the total benefit of each individual PBA claim. Fees are subject to change and will comply with the maximum prevailing rate.
- 1.9. **'Services'** means all or any of the services provided by PFR as set out in the Contract.
- 1.10. **'Third Party'** means any bank, person, firm or company that provided and/or arranged a PPI Policy for the Client.
- 1.11. **'VAT'** means value added tax at the then prevailing rate.

2. FEES AND OBLIGATIONS

- 2.1. Your claim is deemed won, and our fees become due as soon as we receive confirmation from your financial services provider that an offer of benefit has been made.
- 2.2. You agree to the Third Party paying any compensation directly to us. Where this happens, we will deduct our fees in accordance with these terms before paying the remaining portion of the compensation to you directly. We will then issue you with a receipted invoice.
- 2.3. If the Third Party pays your compensation directly to you, or uses your compensation to reduce debts which you owe, we will raise an invoice against you. Our invoice is due for payment 14 calendar days after it has been issued to you.
- 2.4. **Fees** We charge a total fee equivalent to 20% plus VAT of any amount of benefit we recover from the Third Party in respect of PPI claims and 35% plus VAT in respect of PBA claims. Both of you are jointly and severally liable for our fees. This means we can collect all of our fees from either of you where the compensation is in joint names.
- 2.5. **Payment Obligations**
 - 2.5.1. When an offer for Compensation is received from the Third Party on your behalf, which in our reasonable opinion is fair and reasonable having regard to the relevant timescales, and that offer is rejected by you then we reserve the right to charge you an amount equivalent to the Fees which would have been payable in the event that you accepted that offer in line with our advice.
 - 2.5.2. You agree to pay to PFR the fees and are deemed to have accepted an offer of Compensation in cases where an offer of compensation, which in the reasonable opinion of PFR is fair and reasonable, has been sent either by us or the Third Party to you, and you have not within 28 days of being notified by us of this offer, either returned to us, the Third Party's acceptance form or a letter rejecting the Third Party's offer.

Examples of how the PPI Fees will be calculated:

All compensation is "cash in hand"		Compensation includes "cash in hand" award with loan and future instalment reduction		Compensation is used to offset arrears consumer has on credit card or loan	
Total compensation:	£2,000	Total compensation:	£2,000	Total compensation:	£2,000
Of which cash	£2,000	Of which cash is	£1,000	Of which cash is	£0
		Loan reduction	£1,000	Set off arrears:	£2,000
Fees charged @ 20%	£400	Fees charges @ 20%	£400	Fees charged @ 20%	£400
Vat @ 20%	£80	Vat @ 20%	£80	Vat @ 20%	£80
Total Fee	£480	Total Fee	£480	Total Fee	£480
Client receives	£1,520	Client receives	£520	Client pays	£480
		(and a reduction of £1,000 in future loan instalments)		(and a reduction of £2,000 in their outstanding debt)	

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Example of how the PBA Fees will be calculated:

Total compensation:	£2,000
Fees charged @ 35%	£700
Vat @ 20%	£140
Total Fee	£840
Client receives	£1,160

3. **DEBT RECOVERY**

- 3.1. In the event that you fail to pay any of the Fees on the due date, we reserve the right to deduct the Fees from any monies recovered from any additional or subsequent claim you may have with us.
- 3.2. If payment of our invoice is not made within 14 days the matter will be referred to our debt collections department as the non-payment of fees would constitute a breach of your contract with us. As such you will become liable to pay our reasonable losses and costs arising from your breach of contract.
- 3.3. Where payment has not been made within 14 days of the invoice being due, we reserve the right to charge a £25.00 administration charge if your case has to be passed to our debt recovery collections department.
- 3.4. If it has been agreed in writing with PFR that the outstanding fees be paid back through an installment plan a standard administration fee of £20.00 will be charged. Any late payments beyond the agreed payment dates will incur an additional administration fee of £12.00 for each occurrence.

4. **TERMINATION**

- 4.1. You shall have the right to cancel without charge by giving us written notice within 14 days of signing the contract (cooling off period).
- 4.2. Any cancellation can be made by any means and there is a Cancellation Form available on the Company website www.premierfinancial.org.uk for your convenience. This should be sent to the Correspondence Address and we recommend it is sent by Recorded Delivery. We will acknowledge the written confirmation of cancellation within 5 working days. If you have not received confirmation within this period you must contact us to confirm it has been received.
- 4.3. Any cancellation of our authority and/or cancellation of our instructions after an offer has been made will result in the equivalent fee charge being payable as if the offer was accepted.

5. **MANAGING YOUR CLAIM: PFR'S OBLIGATIONS AND YOURS**

5.1. **PFR Obligations**

- 5.1.1. That we will use reasonable care and skill to pursue an application for Compensation from the Third Party on your behalf, from the date of receipt of the Letter of Engagement signed by you, where you believe that it is reasonable to do so, having regard to the merits and the value of the claim.
- 5.1.2. To notify you promptly and in writing if we decide that we will not pursue an application for Compensation.
- 5.1.3. To keep you informed about the progress of the claim.
- 5.1.4. To act in your best interests at all times.
- 5.1.5. To promptly pay any Compensation received by us to you after deducting our applicable fees.
- 5.1.6. To hold all Compensation monies received from a Third Party in a general client account that is separate from the main bank account of the Company, in line with Claims Management regulation.
- 5.1.7. That the commencement of legal proceedings to recover Compensation is outside the scope of the Services.

5.2. **Your Obligations**

- 5.2.1. To promptly provide all information as we may reasonably request from time to time in relation to your Claim.
- 5.2.2. To ensure that all information sent to us is true, accurate, not misleading and shall not contain any relevant omissions.
- 5.2.3. To authorise us to act on your behalf to contact the Third Party or other persons, firms or companies as we consider necessary to perform the Services, and to authorise the release of any information we deem appropriate.
- 5.2.4. To authorise us on an exclusive basis to negotiate on the merits of your Claim.
- 5.2.5. To deal with all correspondence from us promptly, including without limitation to return to us the Third Party's acceptance form or a letter rejecting the Third Party's offer as soon as reasonably practicable and in any event within 28 days.
- 5.2.6. To accept these terms and conditions as binding on you and to be responsible to us for any breach of this contract including the payment of the fees.
- 5.2.7. Not to appoint any other claims handling company or other person firm or company to provide the Services during the term of the Contract without the prior written consent of the Company.
- 5.2.8. Not to pursue the claim during the term of the Contract personally and not to contact the Financial Ombudsman Service, without express permission of PFR.
- 5.2.9. Not to contact or correspond or communicate with the Third Party without our consent, as this may prejudice any on-going negotiations.

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- 5.2.10. To immediately copy and send any correspondence received from the Third Party to us.
- 5.2.11. To inform PFR immediately if any PPI has been previously claimed or if you have received compensation or an offer of compensation from the Third Party.

5.3. Duration

- 5.3.1. The Contract shall commence on the date your signed Letter of Engagement has been received by us and unless terminated earlier as provided below shall continue until:
 - 5.3.1.1. You provide us with a signed cancellation form in accordance with clause 4; or
 - 5.3.1.2. Compensation is recovered by us and the Service Charges are paid by the Client; or
 - 5.3.1.3. We advise you in writing that we are unable to recover Compensation; or
 - 5.3.1.4. We exercise our right not to pursue a claim for Compensation but this is without prejudice to any rights you may have to make a claim; or
 - 5.3.1.5. You decide to terminate this Agreement, subject to clause 4.

6. LIABILITY

- 6.1. **Force Majeure** We shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond our reasonable control.
- 6.2. **Liability** Our liability in respect of the Services is to provide the same with reasonable care and skill within a reasonable time. We do not make any other promises or warranties about the Services.
- 6.3. The liability of PFR to you in contract, tort (including negligence for breach of statutory duty) or otherwise howsoever under or in connection with the Contract shall be limited as follows:
 - 6.3.1. For death or personal injury resulting from our negligence or fraud, no limit shall apply;
 - 6.3.2. Any claim by you for compensation for loss caused by our negligence or breach of contract must be notified to us as soon as practicable after the damage is discovered.

7. CONFIDENTIALITY

- 7.1. Both parties agree to keep confidential the subject matter of the Contract and any information (whether written or oral) acquired by that party in connection with the Contract and not to use any such information except for the purpose of performing its obligations under the Contract.
- 7.2. **Privacy Policy (full policy available on the website www.premierfinancial.org.uk)**
 - 7.2.1. All personal data will be held in accordance with the provisions of GDPR and DPA.
 - 7.2.2. We agree to comply with any written Data Subject Access Request under GDPR made by you for the personal data that we hold subject to any exemptions that may apply from time to time.
 - 7.2.3. We further agree to correct any inaccuracies in your personal data held at your request.
 - 7.2.4. By acceptance of our privacy policy and unless and until we receive written instruction to the contrary, you agree that we may share your personal information with banks, or other relevant institutions and to affiliates, associated companies or firms or service partners for the purposes of assisting you with your claim for compensation.
 - 7.2.5. It is very important to us that we provide a service that meets the expectations of our customer. Please see separate documentation regarding future marketing permission.
 - 7.2.6. You should advise us at the earliest opportunity if You have any medical conditions such that You might be regarded as particularly vulnerable and the nature of such status. This data will be held and used by Us to ensure that You receive fair and appropriate treatment from Us. The nature of your status will not be disclosed by Us to third parties.

8. GENERAL TERMS AND CONDITIONS

- 8.1. **Assignment and Sub-contracting** Subject to your written consent we shall be free to assign the Contract and all rights under it and to contract to others all or any of its obligations.
- 8.2. **Severability** If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.
- 8.3. **Variations** No variation to these conditions shall be binding unless agreed in writing between both parties.
- 8.4. **Law and Jurisdiction** These terms and conditions shall be governed and construed in accordance with English and Welsh law and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.

IMPORTANT INFORMATION

It is important to make you aware that you could pursue the claim yourself directly with the lender, and if necessary, through the Financial Ombudsman Service or Financial Services Compensation Scheme, without any charge. However we do feel that our expertise and knowledge in this area will make the claim as stress free as possible for you. We must emphasise that it is solely your choice if you want to deal with your claim yourself or instruct us to do it on your behalf.

Please note there are other claims management companies or solicitors who could pursue your claim for you. Their fees and method of charging will vary and a search on the internet should provide a range of options. If you want to consider instructing another company, please take time to research whether they have the necessary skills and experience. Some companies may charge upfront fees or a fee if your claim is unsuccessful.