

# Product Review Terms and Conditions

## 1 Definitions

1.1 In these terms and conditions ("**Conditions**") the following words and phrases mean the following things:

**Card** means a credit card supplied by the Provider that is the subject of the Services;

**Client Agreement** means the Client Agreement form provided by Us to You in accordance with Condition 2.5;

**Claims Form** means the form completed by Us based on information provided by You in relation to the Product or Card;

**Contract** means any contract between Us and You for the provision of the Services, including these Conditions, the Claims Form and the Client Agreement;

**Document Request Fee** means the fee of £10, or £11 in the case of a credit card review, payable by You to the product provider for the charge for requesting documents from the Provider in relation to the Product or Card;

**Product** means the mortgage, secured loan, motor finance, personal unsecured loan, credit card contract, repossession prevention or previous repossession unwind, supplied by the Provider that is the subject of the Services as set out in the Client Agreement;

**Provider** means the company or lender that supplied the Product that is the subject of the Services as set out in the Client Agreement;

**Review Fee** means the fees payable by You to Us for the Services in relation to a mortgage, secured loan or motor finance product, credit card, or personal unsecured loan.

**Services** means the claims management services to be provided by Us to You, including but not limited to, the completion and review of the initial Claims Form, submission to underwriting to evaluate the potential for a claim, the production of the Client Agreement and the request of appropriate documentation;

**Successful Claim** means that You receive some form of compensation payment, either by settlement out of court or by an award ordered by the court;

**We/Us/Our** means Active Legal Services Limited (Company No: 06645021) of 14 Milkstone Road, Rochdale, Manchester, Lancashire OL11 1ED; and

**You/Your** means the person(s) who purchases the Services from Us under the Contract.

1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these Conditions.

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

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

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

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 and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

## 2 Application of Conditions

2.1 The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order or other document).

2.2 No variation to these Conditions shall have effect unless expressly agreed in writing and signed by one of Our Directors. You acknowledge that You have not relied on any statement, promise or representation made or given by or on Our behalf which is not set out in the Contract. Nothing in this Condition shall exclude or limit Our liability for fraudulent misrepresentation.

2.3 We will complete a Claims Form based on information provided by You to Us. We will then carry out underwriting to assess the chance of a Successful Claim based on the information provided.

2.4 We will inform You of the outcome from the underwriting process. If We inform You that there is a possible or a good chance of a Successful Claim, You will confirm to Us whether or not You want Us to proceed.

2.5 If You do want to proceed, We will provide a Client Agreement to You for signature. You must complete a Client Agreement for each Product or Card in respect of which You wish Us to provide the Services.

2.6 Your signature of the Client Agreement constitutes Your acceptance of Our offer to provide the Services to You, at which point the Contract will be formed, subject to these Conditions.

## 3 Fees and payment

3.1 The Review Fee and the Document Request Fee is to be paid to Us by You for each Product or Card in respect of which the Services are to be provided.

3.2 The Review Fee is due upon signature by You of the Client Agreement.

3.2. For a review in relation to finance credit review, the review fee will be £350 for new clients. Existing clients progressing with a secured loan, motor finance, personal unsecured loan, credit card contract are entitled to a reduced review fee of £200 and £100 thereafter per review.

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- 3.3 The Document Request Fee is due upon signature by You of the Client Agreement.
- 3.4 You will not be required to make any further payments to Us under the Contract, including in the event of a Successful Claim or redeemed secured loan.
- 3.5 In respect of claims in relation to bank Charges, Business Bank Charges and credit cards, successful claim fees of £250 or 25% + VAT (whichever is greater) of the total of interest repaid, payments returned and balance cleared will be payable

#### **4 Cancellation and Refunds**

- 4.1 Cancellation by You:
  - 4.1.2 If You cancel the Contract within fourteen (14) days from the date of signature of the Client Agreement by You, any Review Fee which You have paid to Us will be refunded to You within thirty (30) days of Us receiving notice of the cancellation.
  - 4.1.3 If You cancel the Contract more than fourteen 14 days from the date of signature of the Client Agreement by You, the Review Fee is non-refundable.
- 4.2 Cancellation by Us:
  - 4.2.1 We may cancel the Contract at any time if We uncover information during the provision of the Services which results in Us advising You that in Our opinion there is not a good chance of a Successful Claim.
  - 4.2.2 We may cancel the Contract at any time if We reasonably believe that any information which You have provided to Us is fundamentally wrong or represents fraudulent activity.
  - 4.2.3 If We cancel the Contract the Document Request Fee will not be refundable.
  - 4.2.4 If We cancel the Contract under Condition 4.2.1, we will advise you of this and refund the Review Fee to You within thirty 30 days of You giving confirmation that you do not wish to transfer the Review Fee. There is no Refund of the Review Fee for Credit Card, Personal Unsecured Loans or Previously Repossessed Unwind products.
  - 4.2.5 If We cancel the Contract under Condition 4.2.2, the Review Fee is not refundable on all products.
- 4.3 If Your proposed claim does not result in a Successful Claim for a Car Finance, Secured Loan We will refund the Review Fee to You.

#### **5 Provision of the Services**

- 5.1 We will request all the relevant documents in relation to the Product or the Card from the Provider.
- 5.2 From the point the Provider considers it has all relevant paperwork (including the Document Request Fee in cleared funds) it may, due to incomplete documentation being returned by the Provider, take up to six (6) months before all the relevant documents from the Provider are received.
- 5.3 Once We have received all the relevant documents in relation to the Product or the Card from the Provider, We will carry out a full assessment of the documentation.
- 5.4 If in Our opinion at this stage there is not a good chance of a Successful Claim, We reserve the right to cancel the Contract pursuant to Condition 4.2.1.
- 5.5 If in Our opinion at this stage there is a good chance of a Successful Claim, We will refer the documents to a firm of solicitors in order for the claim process to begin.
- 5.6 Time for performance of the Services shall not be of the essence.
- 5.7 The Services shall be provided by Us using reasonable skill and care, in accordance with the standards of the Ministry of Justice in respect of regulated claims management activities.

#### **6 Your obligations**

- 6.1 You shall:
  - 6.1.1 co-operate with Us in all matters relating to the Services;
  - 6.1.2 provide Us with such information as We may reasonably request from time to time in order to carry out the Services in a timely manner; and
  - 6.1.3 ensure that all information provided to Us is accurate and does not contain any material omissions.

#### **7 Liability**

- 7.1 Nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 7.2 Subject to Condition 7.1, Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the Review Fees paid by You for the Services provided.
- 7.3 You acknowledge that We can only process cases that have been approved in principle and cannot guarantee the success of any claim.

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- 7.4 You acknowledge that Our acceptance or non-acceptance of a case is not and shall not be construed as the provision of legal advice.
- 7.5 You acknowledge that information which We collect from You is for the purposes of providing the Services and is not a fact-find for investment, mortgage or insurance advice.
- 7.6 Before making a claim against any Provider that You currently have any Product or Card with, it is recommended that You have alternative arrangements in place or available for this Product or Card should the Provider choose to withdraw the Product or Card.

## **8 Use of Your Information**

- 8.1 You consent to Us passing on Your personal details to the Provider as We deem necessary whilst providing the Services.
- 8.2 If You want to know exactly what personal information We hold on You, You can obtain it. 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 Active Legal Services, 14 Milkstone Road Rochdale, Lancashire OL11 1ED. Please note that a small fee will be payable.
- 8.4 We may send You updates and information in relation to Us and Our products and services, and other companies' products and services. You have the right to ask Us not to use Your information for such purposes and You can exercise Your right to prevent this by indicating this when We collect the information. You can also exercise this right at any time by contacting Us in writing.

## **9 General**

- 9.1 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, including but not limited to, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, labour and power shortages, fire, explosion, flood, storm, epidemic, malicious damage, lock-outs, strikes or other labour disputes, default of suppliers or sub-contractors, or restraints or delays affecting carriers.
- 9.2 Any notice to be given under the Contract by either party to the other may be served by personal service or by post to the address of the other party given in the Client Agreement.
- 9.3 Any notice served under Condition 9.2 shall be deemed to have been served:
- 9.3.1 if delivered by hand, at the time of delivery; or
- 9.3.2 if posted, forty eight (48) hours after the envelope containing the same shall have been put in the post.
- 9.4 Each right or remedy of Ours under the Contract is without prejudice to any other right or remedy of Ours whether under the Contract or not.
- 9.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to that extent be deemed severable and the remaining provisions of the Contract and the remainder of the provision shall continue in full force and effect.
- 9.6 Failure or delay by Us in enforcing or partially enforcing any provision of the Contract will not be waiver of any of our rights under the Contract.
- 9.7 Any waiver by Us of any breach of, or default under any provision of the Contract by You will not be deemed a waiver of any subsequent breach or default.
- 9.8 The parties do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 9.9 These Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**September 2008**

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Active Legal Ltd is regulated by the Ministry of Justice in respect of regulated claims management activities. Our authorisation number is CRM and our registration is recorded on the Ministry of Justice website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk)