

## Terms of Engagement

### Definitions

- "EH Reclaim" means Edwards Hoyle Ltd trading as EH Reclaim. Any use of 'We', 'Us' or 'Our' in the Terms of Engagement will be in reference to EH Reclaim.
- "You/Your" means the Account/Policy Holder whose details are set out in the Letter of Authority and who has instructed our service and act on their behalf.
- "Claim/Complaint" means any Claim/Complaint or potential Claim/Complaint against the Lender relating to: (1) the failure to disclose any commission, or other sums paid in connection with your Credit Agreement and/or (2) the mis-sale of products that were financed under your Credit Agreement and/or (3) the failure to undertake sufficient affordability checks when arranging your Credit Agreement and/or (4) any other unfair lending practices identified during the process.
- "Agreement" means the contract between you and us which you will enter into, with no obligation from us, by providing your signature (including where you provide your signature electronically) on the Letter of Authority, agreeing to these Terms of Engagement.
- "Service" means the work we undertake to prepare, submit and negotiate the Claim/Complaint with the Lender, as outlined in the "Service" part of these Terms of Engagement.
- "Compensation" means any sums, paid or allocated in respect of a settlement, rebate, goodwill gesture, refund of policy or any other payment associated with the Claim/Complaints including any interest payments and associated charges.
- "Fee" means the payment that you will be charged by us following receiving any Compensation for the Service provided to you. This may include any sums used to reduce any outstanding balances/debt and in this case the Fee will still be chargeable.
- "Credit Product/Credit Agreement" means a financial product and/or agreement allowing you to borrow money from a Lender. This includes, but is not limited to Credit Cards, Store Cards, Loans, Overdrafts and Car Finance.
- "Data Subject Access Request (DSAR)" means an information request that we will send to your Lender to enable us to substantiate your Claim/Complaint, where required.
- "Cancellation Period" means 14 days after the date that you provide your signature on the Letter of Authority (including electronic signature) during which you can cancel this Agreement without being charged.
- "Financial Ombudsman Service (FOS)" can review the Lender's decision about your Claim/Complaint. Where required we will use the FOS.
- "Instruction" means you authorising us to work on your behalf by signing the Letter of Authority (including electronic signature) and undertake the Service required.
- "Lender" means the business for example the Credit Provider or Broker, who was responsible for the arrangement of the Credit Product/Agreement. This includes any representative or affiliate of the Lender.
- "Letter of Authority" means the document that you sign to provide your instruction that will be sent to the Lender along with a Data Subject Access Request and/or Claim/Complaint. It provides the Lender with the understanding that you have instructed us to work on your behalf.
- "Soft Credit Check" means us reviewing your credit file to identify information about your Lenders and your Credit Products. This check will appear on your credit file but will only be visible to you and will not adversely affect your credit rating.
- "Anti Money Laundering (AML) report" means a check carried out to validate your identity. We may need to carry out an AML check on you throughout the process. This check does not mean that you are suspected of anything, nor will the enquiry have an impact on your credit score.

### Service

- We will not commence processing the Claim/Complaint until we have received your instruction, specifically the signed Letter of Authority.
- Upon receipt of your instruction, we will proceed with the following actions: (1) request identification documents such as a driver's licence, passport, or other suitable document from you, and/or (2) conduct an Anti Money Laundering Search for compliance purposes, and/or (3) perform a Soft Credit Check to identify the lenders with whom you have Credit Products/Agreements and gather information about those products/agreements, and/or (4) submit a Data Subject Access Request (DSAR) to gather information related to your Credit Products/Agreements, enabling us to substantiate your claim, and/or (5) submit a Claim/Complaint to the Lender if we have all necessary information and believe it has a reasonable chance of success, and/or (6) request additional information from you to support your Claim/Complaint against the Lender, and/or (7) request information from a Lender or other relevant third party regarding the Credit Product/Agreement you held.
- We will engage in negotiations with the Lender on your behalf to progress the Claim/Complaint and strive to secure Compensation for you.
- You acknowledge that upon your instruction, the Lender may conduct investigations into all Credit Products/Agreements you have or had with them, based on the instruction you provided us, and that any successful Claim/Complaint will incur a Success Fee.
- By signing the Letter of Authority, you authorise us to refer your Claim/Complaint to the Financial Ombudsman Service (FOS) if the Lender fails to provide a satisfactory resolution, and we deem it beneficial to you. In such cases, your signature will be applied to the FOS's Complaint Form, which we will use to submit the Claim/Complaint to them.
- We will maintain regular communication with you throughout the Claim/Complaint process and keep you informed of its outcome.
- We reserve the right to outsource certain aspects of the service, such as claim/complaint administration, telephone communications, or document retrieval, to specialised partner companies. Your instruction includes consent for us to proceed with such outsourcing.
- Regarding tax deductions on Compensation including interest, the Lender may deduct and remit tax to HMRC. Whether this tax is refundable depends on your individual tax status, and it is your responsibility to file a tax refund claim with HMRC in the subsequent tax year.

## Fees

- You acknowledge that the initial Compensation value provided may be an approximation. The actual amount of Compensation resulting from a successful Claim/Complaint depends on your specific circumstances.
- In the event that we do not succeed in obtaining Compensation after acting on your instruction, there will be no charge for our services.
- Upon successful acquisition of Compensation, our Success Fee is 30% plus VAT of the obtained Compensation, subject to the minimum fee specified in these Terms of Engagement. VAT is charged at the prevailing statutory rate.
- Should you decline an offer of compensation from the Lender without our consent, or refuse to sign any acceptance form from the Lender, our success fee remains applicable and is payable by you.
- A minimum fee of £25.00 plus VAT applies to any successful Claim/Complaint. If your Compensation does not meet this minimum fee, your Claim/Complaint will be closed, and you will be informed accordingly.
- By signing the Letter of Authority, you have authorised all Compensation to be directed to us, and you agree that we will deduct the success fee before paying the remaining Compensation to you. These funds will be held in a client account, and an invoice detailing our fee and your remaining Compensation will be provided.
- You understand that the success fee payment is due upon our or your awareness of a Compensation offer, and it must be settled when the Compensation is received. Should the Lender remit Compensation directly to you, you agree to inform us promptly.
- The Lender may utilise Compensation to offset any outstanding debts you owe. Notwithstanding, our success fee remains payable even if the full Compensation is not received by you.
- We retain the right to charge for expenses incurred in recovering any unpaid success fee.
- You agree to furnish us with your bank details securely upon request for the purpose of disbursing your Compensation, less our success fee.
- Failure to provide your bank details within 12 months of receiving Compensation, or if an uncashed cheque issued by us remains unclaimed after 12 months without contact from you, authorises us to donate the outstanding funds to charity.
- In the event that you request a re-issued cheque from us, a charge of £15.00 inclusive of VAT will apply. However, if the cheque's value is under £15.00, no additional charges will be incurred. Mistakes made by us resulting in a cheque re-issue will not attract any additional charges.

## Our Responsibility

- We will always provide you with a reasonable standard of service, following your instruction and the service detailed in these Terms of Engagement.
- We will strive to act in your best interests whenever feasible and in accordance with our legal and regulatory responsibilities.
- We will take reasonable steps to safeguard any information or documentation provided by you, the lender, or any third party
- We will not be responsible for any losses incurred by you or any third party due to the loss of documents or information during transit to or from us.
- It is up to you to organise any extra safeguards you need in case of lost documents or information, such as creating photocopies or using a Recorded Delivery service through Royal Mail.
- We are required to verify your identity. Following your signed instruction, you understand that you are giving consent to us to undertake an electronic verification check, normally in the form of an Anti Money Laundering search, where this is required. This process may involve searches with credit reference, fraud prevention agencies and the electoral register, which will be recorded on your credit file but will have no adverse effect on it. In most cases, the Lender will require us to supply identification documents to them to allow them to verify your identity to progress your Claim/Complaint.
- At any time, we reserve the right to decline acting on your behalf without the obligation to provide a specific reason.
- We will not be liable to you whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and by us, such as, but not limited to, loss of profits, loss of opportunity, loss of benefits or tax demands.
- Our complete responsibility to you regarding any other losses related to or arising from your Agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will never exceed the amount of any Compensation you are entitled to for the Claim/Complaint for which we are liable, unless those losses were reasonably foreseeable by both parties when you provided your signed instruction.
- Nothing in these Terms of Engagement shall limit or exclude Our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, or breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.

## Your Responsibility

- You acknowledge that by instructing us, you agree to furnish us with all requested and pertinent information and documents related to your Claim/Complaint. This includes, but is not limited to, identification documents, credit agreements, and any other relevant materials pertaining to your Claim/Complaint.
- You consent to cooperate with us, which entails promptly addressing any requests we make for authorization, information, documents, instructions, or additional requests related to the Claim/Complaint.
- You agree by providing your instruction to inform us promptly if any information that you have previously provided us with changes or is no longer accurate or true.
- You acknowledge the importance of notifying us if the lender contacts you directly or if you engage in any form of communication with them. You agree that after providing your instruction, you cannot abandon or halt any part of your Claim/Complaint without consulting us, nor can you settle it without our explicit consent.

- You agree that you will not enter into any new agreement with anyone else in respect of your Claim/Complaint. You allow us to opt out of, or allow us to opt out of on your behalf, any collective, or group action that relate to, or conflict with your Claim/Complaint.
- You agree that you will not ask us to work in any way that is improper or unreasonable or contribute to a conflict of interest arising that would prevent us from continuing to act in the Claim. You understand that upon receipt of the response relating to your Claim/Complaint, if the lender finds that your Credit Product was unaffordable, the lender may freeze and/or reduce your credit limit.
- If your Credit Product is used to finance a vehicle, your lender may request the return of the vehicle as part of their resolution to your Claim if your payments made to date do not surpass the initial value of the Credit Product.
- You are aware that you have the option to pursue the Claim/Complaint independently.

#### **Cancellation**

- Notification of your intention to cancel your Claim/Complaint can be done using the methods outlined in Our Cancellation Form.
- By furnishing your signed Letter of Authority, you direct us to initiate the services outlined in these Terms of Engagement promptly.
- You have a 14 days cancellation period which means you can cancel the instruction that you provide with the letter of authority incurring no charge.
- You understand that by providing your signature on the Letter of Authority that your right to a 14 day cancellation period is waived if your Claim/Complaint has been processed by the Lender and an offer of compensation has been made within this 14 day period.
- You are aware that if you want to cancel your Claim/Complaint after the 14 days cancellation period, our success fee will remain payable for any offer of compensation that has been made by your lender up to the date of your cancellation, or that is made after your cancellation.
- You acknowledge that we reserve the right to terminate the agreement with you at any time, but we will do so judiciously and inform you promptly if such a decision is made.

#### **Your Personal Data**

- During the provision of our service to you, we will use your personal information solely for the purpose of handling the Claim/Complaint. Recognising the importance of data security, we are committed to ensuring the safekeeping of your information to the best of our ability and employing reasonable measures.
- We may contact you to inform you about related products, through email, SMS (text message), post, and/or telephone. However, you have the option to opt out of receiving such communications or choose specific communication methods at any time by contacting us.
- Upon completion of our service for you, we reserve the right to retain your personal information until we receive full payment of the owed fee. Subsequently, we will store your personal data electronically for up to seven years, after which it will be securely destroyed.

#### **Complaints and Professional Indemnity Insurance**

- If you wish to file a complaint, you can do so by emailing [admin@ehreclaim.co.uk](mailto:admin@ehreclaim.co.uk) or sending a letter to Edwards Hoyle Ltd trading as EH Reclaim at Unit 9 Bridge Street Mills, Bridge Street, Macclesfield, Cheshire, SK11 6QA. Our complaints procedure is also available at [www.ehreclaim.co.uk](http://www.ehreclaim.co.uk).
- In the event that you are dissatisfied with our response to your complaint, you have the option to escalate your complaint to the Legal Ombudsman Service within six months from the date of our response. The Legal Ombudsman can investigate complaints up to one year from the date of the issue or discovery of the problem.
- Both parties agree that any legal proceedings arising from a dispute or complaint related to the agreement between the parties or its subject matter shall be brought in the appropriate Court of your country of residence, namely the Courts of England and Wales, Scotland, or Northern Ireland. The proceedings will be governed by and construed in accordance with the applicable law for the relevant jurisdiction. Any legal actions initiated against EH Reclaim will be governed by English law, and both parties consent to the jurisdiction of the Courts of England and Wales.
- We hold professional indemnity insurance as required by the Solicitors Regulation Authority, with cover provided by International General Insurance Company (UK) Ltd.
- Edwards Hoyle Ltd, trading as EH Reclaim, is a limited company registered in England and Wales (Registered No. 08147348) and is authorised and regulated by The Solicitors Regulation Authority (Registered No. 570113). You can inspect the list of directors' names at our registered office located at Unit 9 Bridge Street Mills, Bridge Street, Macclesfield, Cheshire, SK11 6QA. Our VAT Registration Number is 990480496.