These Terms and Conditions set out the Agreement between You and Fairer Claims Limited.

1. Definitions:

1.1. In these Terms and Conditions the following definitions shall apply:

"Agreement" means the contract which shall exist between You and Us upon your signing of these Terms and Us confirming we agree to pursue your Claim(s).

"Benefit" means all non-monetary benefits in whatever form including, but not limited to any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future payments. Payments in this context also means credit payments, premiums, charges, interest, and administrative payments. Benefit also means any other saving, inducement, discount, gesture of goodwill, gifts or rebate offered in relation to any other products or services offered by the financial Company or persons connected to the financial Company.

"Company" means the financial institution and/or persons connected to the financial Company.

"Benefit" means the Client’s claim or claims against the Company relating to the mis-selling of a Payment Protection Insurance policy or policies or the application of unlawful charges to the account(s) of the client.

"Claim" means the policy holder(s)/accountholder(s) whose details are set out in the Letter of Authority and who have appointed Us to provide the Services.

"Compensation" means the gross compensation awarded including any sums paid or awarded in respect of any Claim made by Us on Your behalf and any Benefits including any tax deducted from the Compensation.

"Fee" means the fee of 15% + VAT (18% total) of the Compensation payable (being the gross compensation awarded or offered to You).

Where any offer of Compensation is revised on appeal, then the higher amount shall be used in order to calculate the amount of the Compensation subject to You being still in contract.

"Letter of Authority" means the letter included in the claim pack to be sent to the Company by Us on behalf of the Client.

"Services" means the work which We will undertake on Your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in clause 3.

"Terms" means these terms and conditions.

"Us", "We" and "Our" means Fairer PPI which is a trading name of Fairer Claims Limited, a limited liability company registered in England and Wales with number 10061034 having its registered office at Orchard House, Commonfields, Woking, GU24 9HY.

"You" and "Your" means the Client(s).

2. Duration:

a) The offer constituted by our letter to You, these Terms and Conditions and other included documents is valid for fourteen (14) calendar days from the date of issue. After this, we reserve the right to vary the basis of our offer including these Terms and Conditions and our prices/fees should they have changed in the meantime. In such circumstances, we will write to you with a revised offer when we receive your signed Terms and Conditions. Neither party shall be under any obligation at that point and You will be free to decide whether or not to accept any such revised offer.

b) The Agreement shall commence on the date You sign and return the Letter of Authority to Us and, unless terminated earlier, as per Clause 6 or 7 below, will continue until the earlier of:

i) Compensation is recovered for You by Us and You have paid the Fee, or

ii) We have advised You in writing that in Our opinion Your Claim is unlikely to succeed and We are declining to act for You.

3. We agree to:

a) Review Your Claim application and assess the likelihood of Your Claim being successful.

b) If after we have reviewed Your application, it is Our opinion that your Claim is unlikely to be successful We may decline to act for You. We will notify You of this fact in writing.

c) If We accept Your Claim application, We will confirm this to You in writing and prepare and submit Your Claim to the Company that sold You the PPI policy or financial product.

4. You agree to:

a) Appoint Us as Your exclusive agent to handle Your Claim(s). This means that You cannot appoint another person or firm to act on your behalf in respect of Your Claim(s) nor pursue the claim yourself, unless You terminate this agreement with Us first. For the avoidance of doubt this means that You should consult Us if you receive any communications from the Company and in particular if they make an offer of Compensation.

b) Provide full authority to Us to deal with the Company on Your behalf.

c) Provide truthful and accurate information regarding Your Claims.

d) Provide copies of all documentation that are in your possession and which relate to Your Claim.

e) Respond promptly to requests by Us for further information, or documents that may be needed to progress Your Claim.

f) Pay Our Fee due as a result of a successful Claim.

g) Upon receipt of an invoice for the Fee, You will pay the amount due to Us within 14 days of receipt.

h) In some instances, the Company may contact You directly. This may include communication by letter, email and/or telephone. In some instances, You may also receive payment direct from the Company. In the event that You receive correspondence or communication from the Company, You agree to notify Us of such communication and forward to Us any correspondence You have received direct from the Company. Once you have decided to appoint a claims management company such as Fairer Claims Ltd to handle your claim we recommend that you do not accept or reject any offer made direct by the Company without consulting with your claims management adviser.

5. Fees:

Our service is provided on a ‘NO WIN, NO FEE’ basis. Other fees may arise upon cancellation of this Agreement outside of the “cooling off period”. Please refer to Clauses 5(f), 6(c), 7(c) and 7(d) for details.
1. Introduction:
   a) Our fee is 15% + VAT (18% total) of the gross Compensation which We obtain for You as a result of a successful Claim.
   b) We will not charge you if the claim is unsuccessful, subject to clause 6(c) and 7.
   c) Where we receive Compensation directly, we will issue You an invoice for the amount of Our fee and deduct the Fee directly from the Compensation.
   d) If the Company does not pay the Compensation directly to Us, we will send you an invoice for an amount equal to 15% plus VAT (18% total) of the gross Compensation calculated by the Company.
   e) You consent to Us accessing and requesting information and reports from Credit Reference Agencies in respect of both Your Claim and/or any recovery action (if required).
   f) We reserve the right to charge You on all sums which have not been paid by You at the rate of 2% per annum over the base lending rate of Barclays Bank. Interest will accrue on each outstanding invoice and any Collections Fee applied in accordance with Clause 5(g). Interest will continue to accrue on any judgment obtained against You in respect of Our outstanding Fee as far as the law permits.
   g) We reserve the right to charge You for any reasonable costs incurred in seeking to recover Our Fee from You (such as, for example (but not limited to) tracing agents, process servers, credit reference agency fees, public register search fees, Court fees, etc). An automatic Collections Fee of £60 will be added to each outstanding invoice after We have issued a Final Payment Reminder.

2. How We Can Cancel or Change This Agreement
   a) We can cancel this agreement in respect of any one or Your Claims (if more than one) by giving You 14 days’ notice in writing if any of the following happens:
      i) We become aware that Your claim is unlikely to succeed.
      ii) You are declared bankrupt.
      iii) You enter into an Individual Voluntary Arrangement with Your creditors or have a Bankruptcy petition presented against you.
      iv) You do not follow any reasonable recommendations made by Us.
      v) You provide information which You knew to be false or misleading in support of Your Claim(s) and this information is material to the success of Your Claim(s).
      vi) You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services.
      vii) You breach a term of this Agreement and You do not correct this breach within 14 days of receiving written notification from Us detailing the breach and the action required to resolve the breach.
   
3. How We Can Cancel This Agreement
   a) You have 14 days from the date You sign this agreement to cancel Your authority for Us to act on Your behalf. If You cancel within this period, You will have nothing to pay under this Agreement.
   b) You can also cancel this Agreement at any time after the 14 day period referred to in Clause 6(a). Cancellation can be notified to Us, or can arise as a result of a breach of Clause 4 by You.
   c) If You cancel this agreement as in 6(b) above or we cancel as in 7a) vii), We reserve the right to charge You a fee of £50+VAT per hour to cover Our reasonable costs and overheads for the work We have performed on each of Your cancelled Claim(s) up to the date of cancellation.
   d) If at the time you notify us that you are cancelling this agreement We have received an offer of Compensation, which has been calculated in accordance with the rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service and which We recommend is accepted by You, We reserve the right to charge Our full Fee.
   
4. If You accept or reject an offer from the Company contrary to 4(a) above, We reserve the right to cancel this agreement and charge You a fee in accordance with 6(c) above instead of our normal fee as set out in 5. above.

5. How We Can Cancel This Agreement
   a) This Agreement is governed by English law.
   b) You cannot transfer Your rights and obligations under this Agreement but You can terminate the Agreement in accordance with Clause 6 above.

6. The Financial Ombudsman Service
   By entering into this Agreement you agree that You have understood that You can complain to financial firms directly, without the use of a Claims Management Company, and that complaining yourself is free. In addition, should Your Claim(s) be refused by the financial firm, You understand that You can also refer the matter to the Financial Ombudsman Service, again, without any charge. The Financial Ombudsman Service is an independent service in the UK for settling disputes between businesses providing financial services & their customers.

7. Your Right to Shop Around:
   You have rights to seek further advice on a potential contract or Agreement with Us and on any other related matter with regards to a PPI claim. Institutions that can provide assistance include the Financial Ombudsman Service, Citizens Advice Bureau and the Claims Management Regulator. You also have a right to shop around both before and after entering into an Agreement with Us (subject to Clause 6 if You have already entered into a contract with Us).

8. Regulation:
   Fairer PPI is a trading name of Fairer Claims Limited (a limited company registered in England and Wales with registration number 10061034).
   Fairer Claims Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities; its registration is recorded on the website www.gov.uk/moj/cmr. Authorisation number CRM42337
   Fairer Claims Limited is registered on the Data Protection Register with registration number: ZA173539.

I have read and agree to these Terms and Conditions

[Signature]

1st policy holder signature: ____________________________________________
2nd policy holder signature: __________________________________________

Name: ____________________________________________
Name: ____________________________________________

Date: ____________________________________________
Date: ____________________________________________