

THIS AGREEMENT

1. This agreement creates a contractual relationship between Resource Legal Ltd, Company number (04978747); registered address: Amron House, Borough Road, North Shields, NE29 6RN ('hereafter referred to as the Firm') and the individual(s) who prints their name(s) and sign this agreement ('hereafter referred to as the client) for the Firm to advise, investigate and represent the client to lodge a complaint, on the client's behalf, against relevant third parties ('hereafter referred to as the provision of claims management services').
2. The client appoints the Firm under this agreement as its exclusive agent to provide claims management services to the client.
3. Any subsequent agreement(s) that the client enters into with a third party to pursue the claims intended to be pursued by the Firm under this agreement without cancelling or terminating this agreement shall be void and this agreement shall supersede the subsequent one.

REGULATORY STATUS

4. Resource legal Limited is regulated by the Financial Conduct Authority in respect of regulated claims management activity (FRN: 838138)

CONTACT DETAILS

5. Resource Legal Limited can be contacted using the following contact details:
Post: Amron House, Borough Road,
North Shields, NE29 6RN
Telephone: 0191 2620466,
Email: info@resource-legal.co.uk.

COMMENCEMENT

6. This agreement commences from the date printed in the acceptance section of this agreement.

DURATION

7. Except where the Firm or the client cancels or terminates this agreement, it shall persist until the settlement of the claim(s).
8. Where the claim(s) are rejected by a respondent and/or a statutory ombudsman or compensation scheme this agreement shall persist to enable the Firm to rely on this agreement to contact the client under the contract lawful basis of the General Data Protection Regulation (EU) 2016/679 where there are developments that allow the rejected complaint(s) to be resubmitted with a prospect of successful settlement.

SERVICES

9. The services that will be provided by the Firm will be as follows:

About the Free PPI Check Service:

We will offer a free evaluation of your claim(s). If PPI is located we will pursue your claim(s) for a refund of Payment Protection Insurance (PPI) premiums paid along with any associated interest and a further statutory interest payment at which point these Terms & Conditions will apply. You have the right after the Free PPI check service to pursue your claim direct against the lender. If you chose not to do so then the Terms of this agreement will apply. Our services to you are:

- 9.1 Submitting an information request on behalf of the client to the respondent(s) to establish that the client and the respondent(s) had a relationship;
- 9.2 Obtaining relevant information from the respondent(s) to investigate the merits of the client's claim;
- 9.3 Obtaining relevant information from the client to ascertain the basis of the claim and investigate its merits;
- 9.4 Advising the client about whether their claim(s) have a prospect of success or not prior to presenting the claim to a respondent;
- 9.5 Submitting a claim to the respondent(s) on behalf of the client;
- 9.6 Liaising with the respondent(s) post-submission of the claim where necessary until settlement of the claim;
- 9.7 Liaising with the respondent(s) post-submission of the claim(s) to obtain further information, where required, and to communicate material developments about the claim(s) until settlement;
- 9.8 Advising the client about any particular steps that are required to be taken at particular stages of the claims process. This includes advising the client about the possibility of escalating the complaint to a statutory ombudsman (if applicable) if rejected by the respondent; and
- 9.9 [Where required, the Firm will procure legal, specialist or expert advice to assist in processing the claim].

SERVICE FEES

10. The Firm charges 20% (inc VAT) for the provision of the claims management service under this agreement. The fee is based on the amount of redress/compensation and is based on the net figure received by the client.
11. The Firm's service fees will reduce the amount of cash in hand compensation the client will actually retain.
12. The Firm's service fees become due and payable when the client is in receipt of payment of redress/compensation from a respondent.
13. Please find below an illustration of what our service fee would be if you obtained redress/compensation to the value of £1,000, £3,000 and £10,000.
 1. £1,000 net refund - £200 fee for our services.
 2. £3,000 net refund - £600 fee for our services
 3. £10,000 net refund - £2,000 fee for our services

13. If the Firm receives payment of redress/compensation from a respondent on behalf of the client the client authorises the Firm to deduct its service fees prior to onward transmission of the redress/compensation payment to the client]
14. The Firm's service fees shall be payable through the use of the methods utilised by the Firm at the time of collecting the fees due under this agreement.

CLIENT OBLIGATIONS

15. The client makes the following undertakings by entering into this agreement:
 - 15.1 To provide the Firm with all documentation likely to be needed to pursue the claim(s). This includes documentation showing the respondent(s) and the client had a relationship and documentation that evidences the alleged wrongdoing;
 - 15.2 To be truthful and honest in all its dealings with the Firm;
 - 15.3 To cooperate with the Firm to enable the Firm to provide its claims management services;
 - 15.4 To notify the Firm prior to entering into this agreement whether the client has alternative means of pursuing the claim(s);
 - 15.5 To notify the Firm prior to entering into this agreement whether the client has any outstanding liabilities owed to a respondent;
 - 15.6 To notify the Firm prior to entering into this agreement whether the client, whether in Great Britain or in another jurisdiction has been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement;
 - 15.7 To communicate all relevant information to the Firm as promptly as possible;
 - 15.8 To respond to the Firm's information requests as promptly as possible;
 - 15.9 To forward to the Firm correspondence from the respondent(s) that relate to the claim(s) as promptly as possible;
 - 15.10 To notify the Firm when an offer of redress/compensation is made by a respondent;
 - 15.11 To accept offers of redress that the Firm advises is reasonable;
 - 15.12 To notify the Firm when in receipt of redress/compensation paid by a respondent;and
 - 15.13 To make payment of the Firm's service fees when it falls due in accordance to this agreement.

FIRM OBLIGATIONS

16. To exercise due skill, care and diligence in providing the claims management services under this agreement. Notwithstanding, the Firm does not guarantee the client a successful claim;
 - 16.1 To keep the client informed about the progress of the claim;
 - 16.2 To communicate to the client information received by the Firm on behalf of the client from third parties for the attention of the client as promptly as possible and, in any event, within 10 working days;
 - 16.3 To communicate information received by the client for the attention of third parties such as a respondent as promptly as possible and, in any event, within 10 working days;
 - 16.4 To act in the best interests of the client; and
 - 16.5 To be truthful and honest in all its dealings with the client.

THIRD PARTY PAYMENTS

17. If applicable, the Firm may pay a fee to a third party if a referral or introduction was received from said third party if the claims are successful. Any fee paid will not affect the award offered to the client

18. COMPLAINTS

19. The client can refer to the Firm's complaints handling policy provided as part of the pre-contract claims pack in the event that the client is dissatisfied about the Firm's claims management services and wishes to express such dissatisfaction.

CANCELLATION

20. The client can cancel this agreement at any time within 14 days without giving any reason and without incurring any liability.

21. The client can communicate their cancellation by telephone, in writing, in person or can use the cancellation form appended to this agreement.

22. To meet the cancellation deadline, it is sufficient for the client to send communication concerning the exercise of the right to cancel before the cancellation period has expired.

TERMINATION

23. You may cancel your claim(s) at any time, up to 14 days from the date your claim(s) are submitted to the Company ("Cooling-off Period") at no cost to You, unless You or the firm have received a reasonable offer of Compensation within the Cooling-off Period.

24. After the "cooling off" period has expired you may terminate this agreement with the firm verbally by telephone number 0191 2620466, in writing to Resource Legal Ltd, Amron House, Borough Road, North Shields, NE29 6RN or by returning the cancellation form received with our initial pack. No cancellation fee will be charged if you decide to terminate this agreement prior to the claim being successful. However, if we send a Letter of Complaint and you go on to receive an offer from the lender our fee will be due. If You cancel Your Claim(s) after an offer of reasonable Compensation is due to You, then the firm shall be entitled to issue the Fee(s) that would be payable under clause 10.

25. You acknowledge that once a claim has been successful or you receive any benefit from instructing the firm to bring a claim, you will be liable to pay our fee as set out at clause 10 above. Termination of this agreement following such success will still incur the appropriate fee as outlined in clause 10 of this agreement.

BREACH

26. Where either party fails to fulfil its obligations under this agreement the non-breaching party shall give the breaching party an opportunity to remedy the breach in good time.

27. Failure by the breaching party to remedy the breach in good time shall entitle the non-breaching party to terminate this agreement without notice and without incurring any liability.

28. Both parties shall be entitled to terminate this agreement with immediate effect and without giving the breaching party an opportunity to remedy the breach if the breach relates to either party's failure to fulfil its obligations of truthfulness and honesty.

29. [If applicable, if the Firm terminates the agreement pursuant to clause 15.2 or 15.3 and the termination takes place outside of the 14-day cancellation period the firm will charge the client its termination fee pursuant to clause 10 assuming an offer has been or is received

FINANCIAL OMBUDSMAN SERVICE

30. The Firm is subject to the Financial Ombudsman Service's jurisdiction(hereafter referred to as the FOS'). Further information about the FOS can be obtained on the following website:
www.financial-ombudsman.org.uk/.

RISKS

30. There are the following risks involved in making a claim:

30.1 The possibility of not recovering any cash in hand redress but becoming liable to pay the Firm's fees;

30.2 If the client has outstanding liabilities with the respondent there is a possibility that any compensation/redress will be off-set against those outstanding liabilities and the client may still be liable to pay the Firm's service fees from own funds;

30.3 If the client, whether in Great Britain or in another jurisdiction have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement the compensation/redress might, in certain circumstances be off-set against the client's outstanding debts; and the client will, where necessary, may still be liable to pay the Firm's service fees from own funds.

EXCLUSIONS

31 The Firm excludes liability to the client for any tax liability incurred due to the client's failure to pay tax on the compensation/redress received. It is the client's responsibility to fulfil their personal tax obligations. Professional financial advice should be sought by the client if in doubt of their tax obligations.

32 Nothing in this agreement shall exclude the Firm's liability in the event of death or personal injury to the client resulting from an act or omission of the Firm.

33 Neither party shall be liable for a breach of this agreement by failing to perform their obligations under this agreement due to *force majeure* or any unforeseeable circumstance outside the control of the affected party.

VARIATION OF TERMS

34 Neither party shall vary the terms of this agreement without the consent of the other party.

ASSIGNMENT

35 The Firm shall be entitled to assign its rights, duties, obligations and/or benefits under this agreement to a third party.

36 The Firm shall only assign this agreement to a third party who will perform this agreement according to the terms contained within this agreement.

37. Any variation to the terms of this agreement following an assignment must be in accordance to clause 34.
38. The client is prohibited from assigning their rights, duties, obligations and/or benefits under this agreement to a third party.

THIRD PARTIES

39. The parties to this agreement do not intend for any term under this agreement to confer a benefit to a third party or to be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

DISPUTES

40. This agreement has been constructed in accordance to English and Welsh contract law.
41. By entering into this agreement both parties agree that any disputes that arise about the terms of this agreement shall be settled in accordance to English and Welsh law.
42. Both parties submit to the exclusive jurisdiction of the English and Welsh courts to resolve any legal disputes that arise under this agreement.

ACCEPTANCE

43. The client accepts to be bound by the terms of this agreement and this shall be evidenced by the below signature:

Print Full Name (Client 1):
(Client 2):

Print Full Name

Signature (Client 1):
(Client 2):

Signature

Date (Client 1):
(Client 2):

Date

Cancellation Form

To : Resource Legal Limited, Amron House, Borough Road, North Shields, NE29 6RN

Email: info@resource-legal.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following services,

Received on:

Name of client(s):

Address of client(s):

Signature of client(s) (only to be provided if this form is completed on paper):

Date:

[*] Delete as appropriate.