

Agreement for Services & Terms of Business

This Agreement is between Claim-Smart Limited of 91 Wimpole Street, London W1G 0EF - Company number: 12824729 **"Claim-Smart"** or **"We"** or **"Us"** or **"Our"** and of **"You"** or **"Your"**

Claim-Smart Limited is authorised and regulated by the Financial Conduct Authority under FRN: 935960. Claim-Smart Limited is a claims management company. These terms of business (the **"Terms"**) explain the entire rights and obligations of You and Us regarding the provision of our Services. **You should read the Agreement carefully before signing it.** If You do not understand any aspect, please ask Us for further information.

Claim-Smart Limited - Telephone: 020 3307 5218 - www.claim-smart.co.uk - info@claim-smart.co.uk – 91 Wimpole Street, London W1G 0EF - Company number: 12824729. Claim-Smart Limited is authorised and regulated by the Financial Conduct Authority; that registration is recorded on the Financial Services Register under FRN: 935960.

1. Definitions in this Agreement

"Account" - the account(s) and/or car finance agreement identified by You or by Us as being relevant to the Claim.

"Agreement" - this Agreement entered into by You and Us incorporating the Letter of Authority Form and these Terms.

"Cancellation" – cancellation of this Agreement by You in accordance with Clause 6 of this Agreement.

"Claim" - a claim or claims made to the Third Party by Us on Your behalf in relation to non-disclosure and/or inadequate disclosure of commissions paid to brokers, motor dealers or others in respect of finance for motor vehicles and any other related finance.

"Data Protection Legislation" - the Data Protection Act 2018 (DPA) and the General Data Protection Regulation (EU) 2016/679 ('UK GDPR').

"Fees" - where applicable, the fees payable by You to Us under paragraph 5 of these Terms.

"Funder" – the provider of funding to Us to process Your Claim.

"Letter-of-Authority Form" - the form We enclosed with the claim pack and which We asked You to sign to give Us authority to act on Your behalf. If the Claim to which a Letter of Authority relates is dealt with over more than one account, then We shall be entitled to charge You Our Fees in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.

"Personal Notice" - written notice provided by Us to You at least 15 Working Days in advance (or such shorter period as may be necessary to ensure We comply with our regulatory and legal obligations) by post or email (in each case provided to the most recent contact details provided by You to Us).

"Services" - the services that We agree to provide to You under the Agreement, being our advice and our investigation and representation of Your Claim.

"Settlement Amount" - all amounts paid or provided or to be paid or provided by the Third Party to You and to any other person in relation to settlement or satisfaction of Your Claim (gross of any tax You are liable to pay), being the total value of the benefits to You and to any other person monetary or otherwise, and including any cash or cheque payment, any reduction in Your Account balance, any reduction in Your Account arrears, any offset against any other outstanding liabilities, any goodwill payments and any interest paid by the Third Party in relation to the Claim. The Settlement Amount includes any compensation/redress paid or payable to You through any scheme (or similar) implemented by any Third Party and/or any regulatory body, whether or not We have acted or are able to act in respect of that scheme. A Settlement Amount will be recovered by You when any amounts are paid by the Third Party (or any entity on their behalf) to You or Us in relation to Your Claim, including by way of any offset or reduction of any liabilities You have to the Third Party.

"Third Party" - the respondent third party, loan provider, financial institution(s) or other provider(s) of financial or other services against which a Claim is brought on Your behalf.

"Working Days" - all days other than Saturday, Sundays and public holidays in the United Kingdom.

2. The Agreement between You and Us

- 2.1. You appoint Us to act as Your **exclusive** representative in Your Claim and We agree to act on Your behalf and to provide the Services on the terms of the Agreement.
- 2.2. The Agreement begins when We receive a signed Letter of Authority Form and signed Terms of Business from You.
- 2.3. By appointing Us, You confirm that:

- 2.3.1. No other agency or person is acting for You in relation to the potential claim and You agree not to appoint any such agency/person in relation to the potential claim or the Claim; or if You have appointed another party or have submitted potential claims yourself, You appoint Us to be Your representative on all claims or potential claims and agree to terminate the agency and instruction of any previous representative, and
- 2.3.2. You have not previously claimed or without having instructed any representative, You appoint Us to be Your representative on all claims or potential claims, and
- 2.3.3. If You have received compensation / redress or an offer of compensation / redress from the Third Party relating to the regulated finance Agreement(s) to which the Claim relates You inform Us.
- 2.4. You cannot appoint another firm, person or yourself, to act on Your behalf in respect of Your Claim, unless You cancel or terminate this Agreement with Us in accordance with Clauses 6 or 7 below.
- 2.5. You also agree that: (i) We will not, and are not required, to issue any court proceedings on Your behalf in order to pursue Your Claim; and (ii) We will not carry out any activities that We are not entitled to carry out (such as acting as a solicitor).

3. The Claims Process

- 3.1. Once We receive Your signed Letter of Authority Form or, if later, sufficient information from You, We will assess whether We consider Your potential Claim to be viable. This may include asking You a series of questions to identify a basis of claim.
- 3.2. To establish a claim, We may require some of Your personal data requested under Article 15 of the UK GDPR from the Third Party and other parties that hold information relating to a potential claim. We will limit this request to information relevant to Your Claim and ask that the Third Party release this information to Us.
- 3.3. If after We have assessed the Claim, We reasonably believe that it is unlikely to be successful or it is not in Your best interests to pursue the Claim We may decline to represent You or pursue Your Claim. If We do so, We will notify You in writing following which You will not be required to pay Us anything and We will have no further obligations to You under the Agreement and We shall be entitled, without incurring any liability to You, to cease to provide the Services in relation to the Claim and terminate this Agreement with immediate effect.
- 3.4. If We consider the Claim is viable, We will raise a letter of claim to the Third Party on Your behalf detailing Your complaint. You authorise Us to send a letter of claim and thereafter to pursue the Claim on Your behalf (including taking the steps set out below but excluding, for the avoidance of doubt, the issuing of court proceedings).
- 3.5. We will liaise with the Third Party and use commercially reasonable endeavours to pursue the Claim. We will notify You promptly of any requests for additional information or documentation that the Third Party needs to investigate the Claim.
- 3.6. Subject to the ending of the Financial Conduct Authority ('FCA') "pause", announced on 11 January 2024 and expected to be extended to 4 December 2025, We expect Your Claim to be dealt with within 8 weeks from acknowledgement.
- 3.7. We will update You as soon as reasonably practicable in the circumstances when there are any material developments on the Claim or when We receive any information which We deem is for Your attention. Where there are no material developments, We will update You at the end of every 6 months period.
- 3.8. We will notify You in writing of any settlement offers made by the Third Party and provide our recommendation regarding whether the offer You have received is in line with the rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service ('FOS').
- 3.9. We are entitled to charge Our Fees if:
 - 3.9.1. You reject a settlement offer that We inform You is calculated in accordance with rules of the FCA or the principals used by FOS, or
 - 3.9.2. You reject any other reasonable settlement offer which We recommend (acting reasonably) should be accepted by You. If We decide to charge Our Fees where this clause applies, Our Fees will be calculated using the percentages set out in the table in clause 5.1 below and based on what the Settlement Amount would have been had the settlement offer been accepted by You.
- 3.10. All of our written communications to You will be provided by email to the most recent email address provided by You (or by post, if at any time We do not have an email address for You). If at any time You would prefer to receive written communications by post, please let Us know by telephone, email or post.
- 3.11. If Your Claim is rejected or the Third Party fails to respond to Us or to You within 8 weeks of our letter of Claim, subject to clause 3.6, We will discuss Your options with You. For example, and for illustrative purposes only:
 - 3.11.1. If We believe the Claim still has merit, We will discuss with You whether to pursue the Claim via the FOS. If We agree that a complaint to the FOS by Us on Your behalf is appropriate, We will provide You with the appropriate forms for You to complete and return to Us so that We can make the complaint on Your behalf, and We will provide You with regular updates on such complaint. Any Settlement Amount

- paid to You through the FOS process will be treated under the Agreement as a Settlement Amount, including for the purposes of the terms relating to our entitlement to Fees; and/or
- 3.11.2. We may recommend a solicitor/legal partner to pursue Your Claim. We will discuss this with You and provide You with their details. We may receive a fee for introducing You to this Solicitor/Legal Partner, but this will not affect any compensation/redress You receive.

4. Your Obligations

- 4.1. You agree to provide to Us throughout the term of the Agreement all appropriate and available information relating to the potential Claim as soon as reasonably possible (including documentation showing You had a relationship with the Third Party and any documentation relevant to the Claim, as requested from time to time). You agree that the information You provide is true, accurate and not misleading to the best of Your knowledge and belief. If You fail to provide Us with this information, You acknowledge this may impact our delivery of the Services to You, and We shall be able to terminate the Agreement with immediate effect and You may become liable to Us for costs/fees under clause 7.
- 4.2. You agree to Us performing a soft credit search and obtain full details on all Your financial records from Your lender and or bank related to Your Claim.
- 4.3. You agree to giving Us the necessary permission to obtain Your banking records, to support Your potential claim, via Open Banking access.
- 4.4. You agree to cooperate with Us and provide all assistance from time to time as reasonably requested by Us in all matters relating to the Services and the Claim.
- 4.5. Prior to entering into this Agreement, You agree to notify Us if;
- 4.5.1. You have any outstanding liabilities owed to the Third Party;
- 4.5.2. In England and Wales, Scotland or Northern Ireland or in any other jurisdiction You have (a) ever been declared bankrupt or subject to any bankruptcy petition; (b) ever been, or are, subject to an individual voluntary arrangement or You have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors; (c) ever been, or are, subject to a debt relief order; or (d) ever been, or are, subject to any other process or arrangement which is similar to those listed in (a) to (c), including but not limited to sequestration.
- 4.6. You agree to deal with all correspondence from Us promptly, including without limitation to return to Us either 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 7 days from receipt.
- 4.7. You agree not to contact or communicate with the Third Party throughout the claims process as this may prejudice the outcome of any ongoing negotiations.
- 4.8. You agree to notify Us within 5 working days if You receive communications directly from the Third Party regarding the processing of Your Claim (which may include telephone calls, receipt of statements and gestures of goodwill settlements) and forward any paperwork connected with this to Us as soon as possible (please note that if You fail to do this, You may impede the process of Your Claim and/or trigger termination pursuant to clause 7).
- 4.9. You authorise Us to accept offers on Your behalf without the need to first obtain Your consent.
- 4.10. Subject to holding the appropriate regulatory permissions, You authorise Us to instruct and request that any and all Third Parties shall make payments direct to Us which would otherwise be due to You. Out of that money, You agree to let Us take our Fees. If You or We receive an interim payment(s) in respect to damages, You agree that We may take 25% of that interim payment(s) to pay part of our Fees. The balance of our Fees will be payable upon receipt of the full Settlement Amount (or upon rejection of the offer when Clause 3.9 applies).
- 4.11. You agree to notify Us when a settlement offer is made by a Third Party or You receive a settlement that is paid by a Third Party, and not to accept any settlement that is communicated directly to You by the Third Party unless agreed in writing in advance with Us.
- 4.12. If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by You, or Your failure to perform any relevant obligation ("**Customer Default**"):
- 4.12.1. We shall (without limiting our other rights and remedies) have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations; and
- 4.12.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Customer Default.
- 4.13. In the event of Your death, this Agreement will continue if Your personal representatives agree to instruct Us on the terms of this Agreement. If they do not agree to do so, then Your estate will be liable to pay the sums set out in Clauses 7.1.1 and 7.1.2.

5. Our Fees

- 5.1. If any Settlement Amount is recovered, then You are liable to pay Our Fees. Our Fees are calculated as a percentage of the Settlement Amount that is recovered, as follows:

Settlement Amount recovered	Our Fees (as a percentage of Settlement Amount and excluding VAT)
£1 - £1,499	30%
£1,500 - £9,999	28%
£10,000 - £24,999	25%
£25,000 - £49,999	20%
£50,000 or above	15%

- 5.2. VAT on Our Fees is payable in addition. The current rate of VAT is 20%. However, the total payable for Our Fees plus VAT is capped at 50% of the Settlement Amount recovered.
- 5.3. The settlement amounts illustrated above are not to be taken as an estimate of the amount likely to be recovered for You.
- 5.4. The amount You pay for Our Fees shall be net of any costs and any of Our disbursements or expenses that have been paid or are payable by any Third Party (or anyone else). However, We consider it is most unlikely that any of Our Fees, disbursements or expenses will be paid or payable by any Third Party (or anyone else).
- 5.5. As a result, Our Fees will be payable from the Settlement Amount and will reduce the amount of cash in hand compensation/redress You will retain. If You have arrears or outstanding liabilities on Your finance the Third Party may use all or part of the Settlement Amount to pay those before making any payment to You. In this case You will still be required to pay Our Fees, calculated as the percentage set out in the table above of the full Settlement Amount.
- 5.6. You will notify Us of any payment or reduction made by the Third Party within 5 working days of You becoming aware of it. If a Settlement Amount is recovered by You based on a Claim made by Us to the Third Party, at any time and whether or not the Agreement has terminated in accordance with this Agreement, You will be liable to pay our Fees.
- 5.7. An invoice for Our Fees will be raised upon recovery of any Settlement Amount.
- 5.8. Any invoice We issue will specify how long You have to pay it. In respect of any unpaid invoices, We may at our discretion:
- 5.8.1. deduct the sums due from the Settlement Amount recovered;
 - 5.8.2. commence debt collection proceedings to recover the amount due; and
 - 5.8.3. charge interest on the amount unpaid at the rate of 8% per annum.
- 5.9. The reason for setting Our Fees at the levels set out above are:
- 5.9.1. The risk that We will not be paid anything if You do not recover a Settlement Amount;
 - 5.9.2. The time that We expect We will spend in pursuing Your claim, based on our experience of other cases (rather than the facts of Your specific case); and
 - 5.9.3. The caps imposed on the fees We can charge by the Financial Conduct Authority.
- 5.10. We may enter into a fee-sharing arrangement with a Funder. Under the terms of this Agreement, We may share our Fees with the Funder. For administrative purposes, the full value of Your Claim will be attached to the Funder. This does not impact your rights to the proceeds of any compensation/redress. This arrangement in no way impacts how We approach Your claim or our duties to You as our Client. In the event such an arrangement is entered into, You agree that We may share information about Your Claim with the Funder who funds it.
- 5.11. We may set off any Fees or other amount that You owe to Us under any other Agreement between You and Us against any liability that We have to make payment to You. If We do this, Our other rights or remedies under the Agreement or any other Agreement between You and Us will not be affected.
- 5.12. Once Our invoice(s) and Fees have been settled in full Our responsibilities and obligations to You in connection with this Agreement will cease immediately.
- 5.13. We reserve the right to charge You for any reasonable costs incurred in seeking to recover Our Fees from You, if Our Fees are unpaid by You after 10 Working Days.

6. Cancelling this Agreement

- 6.1. You have the right to cancel the Agreement within 14 days without giving any reason (the “**Cancellation Period**”), subject to Clause 6.3. The Cancellation Period will expire after 14 days from the date You signed

these Terms of Business and Letter of Authority form and return them to Us (i.e. when this Agreement is entered into). You must inform Us of Your decision to cancel the Agreement by a clear statement and any reasonable means which includes telephone, email, or post. Our details are provided in the recitals to this Agreement. You may use the model cancellation form which is contained in Your claim pack, but it is not obligatory, and You may provide to Us any other clear statement setting out the decision to cancel the Agreement.

6.2. If You cancel the Agreement during the 14-day Cancellation period, You will not be liable for any Fees or pay any other financial penalty (save as set out in Clause 6.3).

6.3. By signing this Agreement, You hereby make an express request that We begin the supply of the Services before the end of the Cancellation Period. You acknowledge that as a result of making this express request:

6.3.1. Where We begin the supply of the Services in response to Your express request, and You then cancel this Agreement within the Cancellation Period, then You must pay Us an amount which is in proportion to what has been supplied, in comparison with the full coverage of this Agreement. We will calculate the amount due at the time spent at £175 per hour (inclusive of VAT), capped at £60 (inclusive of VAT); and

6.3.2. You will lose Your right to cancel once this Agreement has been fully performed by Us.

7. Termination

7.1. You are entitled to terminate this Agreement after the 14-day Cancellation Period but, if You do so:

7.1.1. You will be liable to pay Us our reasonable costs incurred in relation to Our Services at the rate of £175 including VAT per hour (the "**Termination Fees**"). We will send You an invoice detailing how We have arrived at our Termination Fees in relation to Your Claim(s).

7.1.2. If You go on to recover a Settlement Amount in relation to Your Claim(s), then You will also pay Our Fees calculated in accordance with Clause 5. We will give credit for the Termination Fees and the total payable shall be limited to Our Fees.

7.2. You should notify Us of Your intention to terminate the Agreement preferably in writing, by post or email.

7.3. We have the right to immediately terminate the Agreement (or decide to terminate the provision of Services related to a particular Claim) on written notice if: a) We, in our fair and reasonable discretion, determine that; (i) there is no realistic prospect of the claim being successful, or (ii) the claim is not financially viable for Us to pursue, b) You commit a material breach of the Agreement and (if the breach is remediable) fail to remedy the breach within 14 days of being notified of the breach in writing; or c) You are unable to pay Your debts or are deemed to have no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986, or are the subject of a bankruptcy petition or order or (d) the Financial Ombudsman Service or other party introduce a fee payable to continue to representing You with any specific claim or claims.

7.4. For the avoidance of doubt, if, after the Cancellation Period, You independently accept a Settlement Offer or receive a Settlement Amount based on a Claim made by Us to the Third Party, and attempt to terminate the Agreement with Us, You will be liable to pay our Fees.

8. Principals Risks to You / Limitations of Our liability

8.1. You should be aware that You have the following principal risks:

8.1.1. If You have outstanding liabilities to the Third Party which the Third Party is entitled to offset against the compensation/redress owed to You in respect of the Claim, there is the possibility of You not recovering any cash in hand redress but becoming liable to pay our Fees from Your own funds; and

8.1.2. If You, whether in the United Kingdom or in another jurisdiction, have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement any compensation/redress might be off-set against Your outstanding debts and You may still be liable to pay our Fees from Your own funds.

8.2. If any form of tax is payable by You or on Your behalf in relation to the Settlement Amount (such as income tax which is payable by You in respect of the interest paid to You as part of the Settlement Amount), You shall be fully responsible for such payment and We shall have no responsibility to make such payment on Your behalf.

8.3. We shall have no liability to You for any loss to the extent it arises as a result of the information provided by You in connection with Your Claim being inaccurate or incomplete, unless the reason for it being incomplete is due to a failure by Us to identify the necessary information as part of our standard claims procedures.

8.4. Nothing in the Agreement shall exclude or limit any liability of ours which may not be legally excluded or limited.

9. General Terms

9.1. You agree that We may:

- 9.1.1. subcontract any of our obligations under this Agreement, by giving You Personal Notice. Your rights under the Agreement will not be reduced as a result.
- 9.1.2. transfer or assign our rights and obligations to another provider of claims management services regulated by the FCA that We consider is suitable to manage Your Claim, who will then take over management of Your Claim, by giving You Personal Notice. This will not increase the fees that You are liable to pay under this Agreement; and/or
- 9.1.3. transfer or assign the benefit of any or all such rights under or relating to this Agreement to any of our affiliates, Funders, investors or any other third party, without prior notice to you. Any such transfer or assignment under this Agreement to a Funder, Insurer, Claims Management Company or Law Firm will not affect the way We will deal with Your claim.
- 9.2. In the event that to complete any transfer or assignment in accordance with clause 9.1 You are required to sign documentation, You agree that You shall use reasonable endeavours to do so.
- 9.3. If any event beyond our reasonable control prevents or hinders Us from performing our obligations under this Agreement, We shall not be deemed to have breached this Agreement.
- 9.4. If We waive any breach of the Agreement that shall not be considered to be a waiver of any subsequent breach.
- 9.5. A reference to Us also refers to any successor business or businesses that continue to carry on the services for Us.
- 9.6. The Agreement with You is governed by the laws of England and Wales, and any dispute or claim which arises in relation to this Agreement (and any contractual or non-contractual rights) will be brought in the courts of England and Wales.
- 9.7. If any term or provision in this Agreement shall in whole or in part be held to any extent to be, or to cause this Agreement in whole or in part to be, illegal, impermissible or unenforceable under any enactment or rule of law, that term or provision or part thereof shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected. In particular, if it is held that the Termination Fees (or any other fees payable under this Agreement where Settlement Amounts have not been recovered) are illegal, impermissible or unenforceable, those fees shall be severed from this Agreement but the Fees calculated in accordance with Clause 5 shall remain payable.
- 9.8. You agree that We are entitled to keep any money, papers, documents or other property held on Your behalf until all money due to Us is paid. You agree that this right (which is known as a lien) survives termination, so we may exercise it after this Agreement ends.

10. Data Protection Statement

- 10.1. We will use Your personal information for the purpose of providing You with our Services and for direct marketing if You consent to it or if We can rely on the legitimate interest lawful basis under the UK GDPR. The personal information You must provide for the purpose of the Agreement is indicated on the Letter of Authority; without it, We cannot provide our Services.
- 10.2. If You consent or We rely on the legitimate interest lawful basis under the UK GDPR, We will contact You by post, email, text and with details of our products and services which We think may be of interest to You. If You wish to stop hearing about or receiving information on our products and services, use the opt out in the email/ texts or call Us.
- 10.3. If You give Us Your email address and communicate with Us over the internet, We will assume that You accept the level of security in such communications and agree that We can communicate with You by email and other internet means. We set transport layer security ("TLS") on our emails and We encourage You to do the same, so that the communications between Us are encrypted. Please also encrypt documents before sending them to Us and provide the encryption key to Us by a means other than email, such as a call.
- 10.4. If Your Claim came through a third-party introducer, You have a relationship with the third-party introducer, We will need You to share information about Your claim with them.
- 10.5. We will also share information with the Funder who has funded Your Claim, and You agree that We may do so.
- 10.6. We record and monitor all incoming and outgoing calls to comply with our regulatory requirements and to improve our Services.
- 10.7. We will keep Your personal information for up to 10 years after the end of the Agreement between Us. After that We will review Your personal information and delete it if there is no business need for Us to keep it for a longer period, for example for the purpose of a legal claim or for tax reasons.
- 10.8. For more about how We process Your personal data, We recommend You review Our full privacy notice on our website at: www.claim-smart.co.uk or ask Us for a copy and We will provide it to You

11. Changes to this Agreement

- 11.1. If We are providing You with a Service in respect of which We are entitled to a fee, We may make changes to our fees, including introducing new fees and charges and making changes to the basis on which We charge for providing Services, by giving You Personal Notice.
- 11.2. We may make any other changes to the Agreement, making changes to the basis on which We charge for providing Services, by giving You Personal Notice.
- 11.3. We may make changes under clause 11.1 or 11.2:
- 11.3.1. Following or in anticipation of any change in law, regulation, industry guidance or code of practice;
- 11.3.2. Where the existing terms are or might be found in whole or in part to be unenforceable, unlawful or illegal in any way; or
- 11.3.3. To respond to changes to changes or anticipated changes in the costs that We incur to Third Parties in relation to our provision of the Services.
- 11.4. Where We make any change under clause 11.1 or 11.2 the change will be proportionate to the underlying reason for the change and We will explain the reason to You.
- 11.5. When We give You Personal Notice of a change We intend to make in accordance with clause 11.1 or 11.2, before the change takes effect You may end the Agreement without incurring a charge by giving Us notice in writing and such notice will take immediate effect.
- 11.6. If You do not tell Us that You want to end the Agreement as described in paragraph 11.5 before the date each change is to take effect, then You will be deemed to have accepted the change and it will take effect automatically from the date detailed in Your Personal Notice.

12. Complaints

- 12.1. We aim to provide the highest possible level of service to all customers. If You are unhappy with any aspect of the service, then please raise Your concern with Us immediately. We operate a complaints procedure in accordance with rules made by the Financial Conduct Authority which are designed to help Us to resolve any complaint You may have as quickly as possible. A copy of the complaint's procedure is available at: www.claim-smart.co.uk or on request from Us. You have the right to refer Your complaint to the Financial Ombudsman Details of which can be found at: www.financial-ombudsman.org.uk.

By Signing below, You agree to this Agreement for Services and Terms of Business and enter into an Agreement for our Services. For a Summary of these Terms please refer to (and retain) Our Service Summary document enclosed within Your claim pack.

A version of these Terms shall be published on Our website: www.claim-smart.co.uk

Version 1.04

I/We confirm that I/We have read and understood this Agreement and agree to be bound by the Terms contained herein:

Claim-Smart Limited:	Signed:
Clients Name:	Signed:
Date:	
Reference:	

Notice of Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which this contract is entered into.

To exercise the right to cancel, You must inform Us of Your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the cancellation form below, but it is not obligatory.

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

Effects of cancellation

If You cancel this contract with 14 days from the date on which this contract is entered into, the cancellation ends all obligations on You and Us to perform this Agreement. However, by signing this Agreement You make an express request for Us to start work on Your matter within the 14 day period. While You may still cancel this Agreement within the 14 day period, You may have to pay for our work in accordance with Clause 6.3. Otherwise, You will not have to pay Us any fees if You cancel this Agreement within the Cancellation Period. If within the 14 day period, We have fully performed this Agreement, You will no longer have the right to cancel this Agreement.

CANCELLATION NOTICE

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To:
Claim-Smart Limited
91 Wimpole Street, London W1G 0EF

Email: cancellations@claim-smart.co.uk

I hereby give notice that I cancel my contract for the supply of services in respect of my claim relating to non-disclosure or inadequate disclosure of commissions relating to finance for motor vehicles.

Name:

Address:

Signed: _____

Date: _____

Reference: