

Terms & Conditions for affordability / irresponsible lending claims

These terms and conditions form a contract between you the 'Client(s)' and Belmond & Co Claims Management Limited whose address is Baird House, Scotswood Road, Newcastle upon Tyne, NE4 7DF. You should not sign our contract until you have read our terms and conditions, privacy policy and the services Belmond & Co Claims Management provide, including any fees payable.

In signing these terms and conditions, you agree to instruct Belmond & Co Claims Management Ltd to pursue your specified claims. For any additional claims identified, we will inform you and seek your **explicit consent** before proceeding with any further claims. No additional claim will be initiated without your express agreement.

I/We hereby appoint Belmond & Co Claims Management Ltd to act on my/our behalf as my/our sole Agents in respect of all my/our claim(s) for my Short Term/Home Credit/Guarantor lending/Motor Finance irresponsible lending compensation claim. I/We shall provide all information required by Belmond & Co Claims Management Ltd as requested by return. I/We agree to forward all details received from the product/service providers. I/We shall not enter into any agreement with the product/service providers without first consulting Belmond & Co Claims Management Ltd.

What Belmond & Co will do:

We will progress your case(s) by the following procedure:

- We will ask you to read our terms and conditions and this pre-disclosure notification on our website.
- You will sign our letter of authority and a copy of our terms and conditions via our website(s). We will email you a copy of the signed authority that is created when you sign the signature box.
- When we receive your consent we will begin data gathering to determine the merits of a potential claim. This includes asking you to provide copies of historic bank statements for the 3 – 6 months prior to the date the finance agreement or loan was approved for you by the lender.
- We will contact all the lenders you have informed us about, who you believe were irresponsible when lending to you, on your behalf to request your full lending history, loan application data etc
- Where applicable we will review your financial circumstances at the time of borrowing the loans, to determine your ability to afford and sustain the loans borrowed. We will review what checks the lender carried out at the time.
- Where applicable we do require clients to provide us with a copy of historic bank statements, for the time period prior to borrowing from the lender. But don't worry we provide easy to use guidance on this. This helps us compile all the relevant evidence for your claim.

- We will construct a detailed letter of claim proving breaches in responsible lending standards and represent your claim directly with the lender.
- We will negotiate and obtain an offer of redress for you. We will ask for
 - a refund of interest and charges;
 - credit records to be updated to remove the mis-sold loan(s) or negative credit data; and
 - compensatory interest at 8% per year for the interest payments you have already made.
 If the offer of redress is through a Scheme of Arrangement the settlement will be a percentage of the total redress as per the approved Scheme rules.
- We will keep you updated via SMS, email, post and telephone.

In signing these terms and conditions you agree to instruct Belmond & Co Claims Management Ltd to attempt to bring an irresponsible lending claim for all products/services with the product/service provider. Belmond & Co Claims Management Ltd will seek acceptance of their fee (as set out below) if a specific claim, managed by Belmond & Co Claims Management, is successful. An acceptance form will be sent to you detailing the offer made, the amount of the Belmond & Co Claims Management Fee, and the amount left to you.

This document must be signed by you before we can send our service invoice. It is also important that we inform you of alternative ways to pursue such claims if you do not wish to utilise our service, as you can contact your provider/lender directly or refer to the Financial Ombudsman Service with your complaint for free. Visit <https://www.financial-ombudsman.org.uk> for further information.

Cancellation:

Belmond & Co Claims Management Ltd have the right to cancel this agreement at any time and no fee will be payable by you if we think there are no grounds for a complaint or that your claim is unlikely to succeed. Belmond & Co Claims Management Ltd shall have the right to terminate the contract by giving written notice to you at any time to immediately terminate the contract if there is any material breach by you of any term within the contract. There is a 14-day cooling off period in which you may cancel the agreement without charge effective from the date you sign this agreement. In the event that you terminate the contract after 14 days Belmond & Co Claims Management Ltd can seek official confirmation from the relevant providers/lenders that all claims undertaken have been cancelled. If a reasonable financial offer is made and you then cancel, Belmond & Co Claims Management Ltd will be entitled to claim our full fee of between 18% to 36% inclusive of VAT.

Cancellation of any claims MUST be done by either calling our office, writing to us or sending us an email to claim@belmondclaims.com or in writing *notice will only be effective if and when received at the following address: – Belmond & Co Claims Management Ltd, Baird House, Scotswood Road, Newcastle upon Tyne, NE4 7DF or telephone 0191 731 5290 Monday to Friday 9am to 6pm. If it is found that, following termination of the agreement, a successful claim is upheld, money is recovered and that Belmond & Co Claims Management Ltd was the effective cause of such settlement, Belmond & Co Claims Management Ltd's original invoice will remain

valid. The full invoice will fall due in respect of the original agreement of between 18% and 36% inclusive of VAT.

Law & Jurisdiction:

The law applicable to this contract shall be English Law and the parties consent to the jurisdiction of the English courts in all matters affecting this contract. Services provided to you may include commencement of legal proceedings to recover compensation, but this is not applicable in every case. Belmond & Co Claims Management Ltd makes no representation or warranty to you that compensation will be obtained or is in any way guaranteed.

Fees & payment:

If the case is successful and you accept our fee, we will raise our invoice against the NET REDRESS payment you receive. Our fee is charged based on the value of the redress that is offered. The range of fee charged will be between 18% and 36% inclusive of VAT

For example,

REDRESS	VALUE	TOTAL FEE EXC VAT	TOTAL FEE INCLUDING VAT	MAX FEE EXC VAT	MAX FEE INCLUDING VAT
Lower (£)	Upper (£)	%	%	£	£
£1	£1,499	30%	36%	£420	£504
£1,500	£9,999	28%	33.6%	£2,500	£3,000
£10,000	£24,999	25%	30%	£5,000	£6,000
£25,000	£49,999	20%	24%	£7,500	£9,000
£50,000	NA	15%	18%	£10,000	£12,000

The above fee table illustration is not to be taken as an estimate of the amount likely to be recovered on your behalf. The fee that you pay may be more than or less than the illustration depending on the outcome of the claim.

A claim offer will often look like this:

Refund of interest charged (including fee's/charges) on upheld loans

Less any outstanding arrears

Plus compensatory interest (at 8% simple interest per annum)

(less 20% basic rate tax paid directly to HMRC)

Equals – NET REDRESS Paid to you

NB: if you have any outstanding arrears with the lender they will adjust the “refund of interest charged on upheld loans” by deducting any outstanding loan amount owed to the lender.

Our fee is inclusive but not limited to the following summarised activities that will be undertaken by Belmond & Co Claims Management on your behalf;

- Obtaining your valid authority to undertake your claim(s)
- The preparation of a Data Subject Access Requests (DSAR) to Lender(s)
- A review of a full lending history to determine eligibility of claim
- The requesting and reviewing a client credit report and bank statements to extract entries that are applicable and complete an affordability assessment for the time period when you borrowed from the lender.
- The production of a detailed affordability statement
- The production of a detailed letter of claim to be submitted with supporting evidence
- The regular correspondence with all parties and the management of any additional requests
- A detailed review of all final responses to ensure an agreeable outcome
- The preparation of the case for the Financial Ombudsman Service if consented and applicable
- Advise the client on the resolution of the final response letters or Financial Ombudsman decision

Before Belmond & Co Claims Management raise their service invoice, which will be due for payment by you within 14 days, you must review and sign our acceptance form. The acceptance form details the amount of the refund offer made, our fee and how much is left for you.

Once you receive compensation payment direct, you MUST pay Belmond & Co Claims Management Ltd commission within 14 days of cleared funds being received.

Should you receive and accept an offer for the balance of a credit agreement to be written off or for redress/compensation to be offset against arrears, or a goodwill offer (where the case is rejected) the fees will be calculated, using our fee table, of the cash element after the write off or amount offset.

Example: Compensation awarded is £1000 with £500 of what you owe the lender offset, you will receive the remaining £500 from the lender, our fee would be £180 inclusive of VAT being 36% of the total amount initially awarded, leaving you with £320.

Belmond & Co will not charge a fee against this specific deduction.

Compensation	Offset/Owed	Remaining	Our Fee	You Receive
£1000	£500	£500	£180	£320

As the claimant(s) it is your responsibility to inform Belmond & Co Claims Management Ltd of any current or historic issue of; bankruptcy, insolvency, individual voluntary arrangements, debt relief orders, and debt management plans as these issues pose a risk to your entitlement to receive any monies that may be awarded. Failure to disclose such information can result in the claimant(s) not receiving the redress monies if successful, with Belmond & Co Claims Management Ltd retaining the right to pursue you as the claimant(s) for our service charge.

Where fees remain unpaid and Belmond & Co Claims Management Ltd are forced to either take court action or appoint a debt collection agency to recover outstanding monies, Belmond & Co Claims Management Ltd reserve the right to increase the amount owed by an amount equivalent to the cost of that recovery. A court may also award additional cost and/or statutory interest at the rate of 8% above the Bank of England base rate. Belmond & Co Claims Management Ltd will seek to recover interest on unpaid fees at the rate of 8% above the Bank of England base rate.

In the event that we advise you that we are unable to assist you in pursuing any claim(s), no fee will be payable by you provided that you have not breached your duties set out in this document.

However, our fee will apply if you cancel our services after you have been awarded compensation* from your creditor(s).

In the event an outstanding balance, for an unpaid service fee, is owed to Belmond & Co from any successful compensation claim. Belmond & Co reserve the right to offset any liability owed against any future successful compensation claims managed by Belmond & Co.

The right to offset the balance will be administered through any gross redress that is received into our client account, authorised by you, and deducted from the net redress paid to you after deduction of the applicable service fee for that claim.

Belmond Claims is authorised and regulated by the Financial Conduct Authority (FCA) and complies with the FCA's CASS 13 rules for handling client money. This means we are approved to manage any redress payments made by lenders directly into our client account on behalf of our customers.

If the lender pays your redress directly into our client account, we will notify you and request your bank details in order to transfer the balance to you. We will deduct our agreed service fee from the redress amount before making the payment to your account. The remaining balance will be transferred to you promptly once we receive your bank details and process the deduction.

Complaints:

Belmond & Co Claims Management Ltd has an internal complaints procedure. Please review our "Complaints Procedure" on our website. Complaints can be made via any reasonable means including by telephone, email, in writing and in person. You can write to us at: – Belmond

& Co Claims Management Ltd, Baird House, Scotswood Road, Newcastle upon Tyne, NE4 7DF,
email us at: – claim@belmondclaims.com or telephone us on 0191 731 5290 Monday to Friday
between 9am and 6pm.