

## TERMS AND CONDITIONS

### PARTIES

This Agreement is made between:

1. Solar Claims UK Ltd, whose registered office is 210 Bond Street, Macclesfield, Cheshire, SK11 6RG, UK ("Solar Claims"); and
2. You, the account holder(s), whose name(s) and address(es) are set out overleaf ("You" "Your").

### RECITAL

Solar Claims UK Ltd is a Claims Management Company authorised by Companies House to investigate the circumstances, merits and foundation of Claims in relation to the mis-selling of products or services with a view to using the results in pursuing such claims You have in relations to any products and services that have been recommended or supplied to You. This Agreement sets out the Terms and Conditions upon which You engage Solar Claims.

### DEFINITIONS

1.1 In this Agreement, including the Recitals, the following terms shall have the following meanings.

"**Claim**" means any claim against a Third Party in relation to financial products or services they have recommended or supplied to You, including but not limited to, any claim arising from but not limited to: the mis-selling of products and services (products and service not as described and/or fit for purpose) pursuant to section 75 of the Consumer Credit Act 1974; and/or an unfair relationship ("unfair relationship") pursuant to section 140A of the Consumer Credit Act 1974.

"**Compensation**" means any compensatory credit, a write-off of an outstanding loan amount, deposit or payment recovered from a Third Party in full and final settlement of a Claim to include any payment made for consequential loss, which may take the form of repair work undertaken to rectify in the product / service sold or any damage caused to You or Your property, a cash payment or a reduction of the amount outstanding, future repayments, arrears in the form of a credit.

"**Fees**" means Solar Claims UK Ltd fees for supplying the Services to You, which You will pay, whether directly or indirectly, from any Compensation recovered in a Claim. These Fees are: 35% of any Compensation recovered from a Third Party in each claim for mis-selling of a product / or services including claim for unfair relationship. For the avoidance of doubt, these Fees are charged on a "No win, No fee" basis so, subject to clauses 2.8, 8.1 and 8.2, if no Compensation is recovered in a Claim, there will be no Fees for that Claim, however You will be liable for paying any disbursements.

"**Invoice**" means Solar Claims UK Ltd in respect of the Fees, which will be sent to You after Compensation has been recovered in a Claim or, alternatively, in respect of Solar Claims' reasonable expenses of pursuing the Claim, which will be sent to You after any settlement or termination under clauses 2.8, 8.1 or 8.2.

"**Letter of Authority**" means the letter or authority included in the Claim Pack to be completed and signed by You and sent by Solar Claims UK Ltd to the Third Party named therein, which authorises the Third Party to correspond and negotiate with Solar Claims in relation to a Claim;

"**Panel Solicitor**" means any firm of Solicitors chose by Solar Claims UK Ltd to whom You may be referred in the event that court proceedings against a Third Party are required to progress a Claim.

"**Services**" means the services that Solar Claims will supply to You, which consist of: investigating whether You have any Claim against a Third Party; advising You in relation to a Claim; representing You in bringing a Claim against the Third Party; negotiating with the Third Party in order to obtain an offer of Compensation in full and final settlement of a Claim; if Solar Claims and You agree that it is appropriate, instructing an expert to assess the product and any damage caused as a result/service sold and prepare a report in support of Your Claim; and if Solar Claims and You agree that it is appropriate, submitting a Claim to the Financial Ombudsman Service for determination (at no extra cost); and, if required, referring You to a Panel Solicitor so they can progress Your Claim via court proceedings against the Third Party. For the avoidance of doubt, the Services do not include the conduct of litigation by Solar Claims UK Ltd.

"**Third Party**" means the financial institution and/or individual to whom a Letter of Authority is addressed, being the insurance company, bank, building society, finance house, credit card company, car finance company, the merchant and/or supplier who sold the products and/or services to You or other entity that recommended or supplied the products and/or services to You, including any directors, employees, agents, representatives or associates of the entities, together with any predecessor or successor entity in connection with the financial products or services recommended or supplied to You.

"**Struggling with Debt**" means that You have entered into or are planning to enter into some sort of formal agreement with your creditors to repay them the balance of any debt owed at an amount you can afford which may include either Individual Voluntary Arrangement ("IVA") or Debt Management, a Debt Relief Order, a Trust Deed, Debt Arrangement Scheme, Administration Orders or entering into Bankruptcy.

"Disbursement" is an agreed payment made to a third party on your behalf for which, reimbursement in the future is expected.

1.2 Words in the singular shall include the plural and vice versa

1.3 Headings are for convenience only and shall be ignored in interpreting this Agreement.

### TERMS OF ENGAGEMENT

2.1 The Parties agree to be bound by these Terms and Conditions.

2.2 You engage Solar Claims UK Ltd to supply the Services and Solar Claims UK Ltd agrees to supply the Services to You for such a period as is required to recover Compensation from a Third Party in full and final settlement of a Claim.

2.3 You agree to sign and return a Letter of Authority authorising a Third Party to correspond and negotiate with Solar Claims UK Ltd in relation to a Claim.

2.4 You agree to pay the Fees in respect of the Services provided within 14 days of the date of the Invoice.

2.5 If the Compensation consists of a cash payment, You agree to pay the Fees directly from the Compensation recovered. If the Compensation consists of either a reduction of the amount of the outstanding loan, a write-off of the loan amount and/or future repayments, arrears in the form of a credit, You agree to pay our Fees from your own funds whilst taking the full benefit if the reduction/write-off of your loan amount.

2.6 If a part of the entire remedy of Your Claim is by way of a rectification of a defect in a product or service carried out by a Third Party where no monies are received by You, then You will be liable for Solar Claims' fees of 30% on the value of the rectification costs which will be calculated on the value identified by Solar Claims and put to the Third Party by Solar Claims as part of Your Claim.

2.7 By signing this agreement, You agree to pay our fees and disbursements in full, regardless of whether You are or were struggling with debt, either before or after instructing Solar Claims to act for you. You understand that this may mean that You will have to pay our fees and disbursements from your own funds.

2.8 If you fail to pay the Fees within 14 days of the date of the invoice then You will be charged statutory interest currently at 8.5% pa on the outstanding balance from the date when the Fees became due for payment, until the date when You pay.

2.9 If any fees and/or statutory interest remain unpaid by You and You have failed to agree to payment terms for a period of 14 days of the invoice then You agree to pay any legal costs Solar Claim UK Ltd incurs in recovering the Fees and/or statutory interest from You, including but not limited to: solicitor's' fees, court fees, enforcement fees and Solar Claims' administration fees, calculated at a rate of 111.00 per hour (charged in units of 1/10 of an hour), 40 per week per letter/email limited to 1 per week and 15.00 per telephone call, limited to 2 calls per week/SMS messages at 5.00 limited to 3 messages per week.

2.10 Where You enter into any communication with the Third Party Yourself after Solar Claims have put Your Claim to the Third Party of where You instruct any other party to represent You after Solar Claims have put Your Claim to the Third Party, You will remain liable for Solar Claims' fee of 35% on any offer received regardless of Your involvement or the involvement of any other party unless You can clearly demonstrate that the Compensation would not have been recovered by Solar Claims or its Panel Solicitors, in which case You agree to pay Solar Claims' reasonable expenses in pursuing the Claim up to the date on which Solar

Claims is notified of the offer, whether you accept the offer or not, calculated at a rate of 111.00 per hour (charged in units of 1/10 per hour) plus reimbursements, within 14 days of the date of the invoice.

2.11 You are aware that You may either complain to the Third Party at no cost, with the ability to refer Your complaint to the Financial Ombudsman Service in the event that the complaint is not upheld by the Third Party, or else use another claims management company to pursue Your Claim. You have nevertheless chosen to engage Solar Claims UK Ltd to pursue the Claim for You. You have 14 days from the date You signed these Terms and Conditions to cancel this engagement. If You choose to do so within this cooling off period there will be no Fees incurred.

### YOUR DUTIES

3.1 You will:

3.1.1 Give Solar Claims UK Ltd Your consent and full authority to deal with the Third Party on Your behalf and to obtain relevant information from whatever source on a continuing basis in connection with the Claim;

3.1.2 Will deal promptly with every reasonable request by Solar Claims UK Ltd for authority and information and will promptly provide any documents and further instructions that Solar Claims may from time to time require;

3.1.3 Give Solar Claims the right to deal exclusively with the Claim unless agreed in writing by You and Solar Claims;

3.1.4 You must inform Solar Claims immediately if You are struggling with debt which includes if You have, are, or there is a possibility that You will or may enter into a formal agreement with Your creditors to repay them with the balance of any debt owed at an amount You can afford which may include either Individual Voluntary Arrangement ("IVA") or Debt Management, a Debt Relief Order, a Trust Deed, Debt Arrangement Scheme, Administration Orders or entering into Bankruptcy.

### SOLAR CLAIMS UK LTD'S DUTIES

4.1 Solar Claims will:

4.1.1 Rely on the information and documents provided by You as being True, accurate and complete and will not audit, test or check such information or documents expect where under a legal obligation to do so;

4.1.2 Use all reasonable endeavours to successfully complete the Claim and to obtain the maximum Compensation in respect of the Claim;

4.1.3 Have no liability to You for any loss to the extent that it arises as a result of the information provided by You being inaccurate or incomplete;

4.1.4 Promptly notify You if the Claim is not to be pursued or it is to be discontinued;

4.1.5 Promptly notify You of the outcome of the Claim;

4.1.6 Preserve confidentiality of Your personal information (even after termination of this Agreement), within the guidelines of the General Data Protection Regulations save as expressly or implicitly authorise to the contrary by You, including where disclosure of such personal information is made at Your request or with Your consent for the purposes of pursuing the Claim or where otherwise required by law.

### DISCLAIMER

5.1 Solar Claims UK Ltd shall not be liable for any delay or failure to perform any part of the Services as a result of any factor whatsoever beyond its reasonable control ('event of force majeure') including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature;

5.2 Where Solar Claims UK Ltd informs You that the time limit within which Your Claim can be brought to Court/the Financial Ombudsman Service is due to expire and as a result of your uncooperative behaviour or behaviour which has resulted in delaying the progression of Your Claim, the time limit expires which means that the Court/Financial Ombudsman Service will no longer consider Your Claim, Solar Claims shall not be liable to You for the loss of opportunity to bring a Claim.

### COMPLAINTS PROCEDURE

6.1 Solar Claims UK Ltd's aim is to provide the best service to our clients and our aim is to handle the Claim fairly, consistently and as quickly as practically possible, in particular ensuring that we have understood the nature of Your concerns and the type of redress that You are seeking. However, if You have any complaint, You can contact Solar Claims UK Ltd by letter to 210, Bond Street, Macclesfield, Cheshire, SK11 6RG, UK; by email at [complaints@solarclaimasuk.co.uk](mailto:complaints@solarclaimasuk.co.uk); or by telephone on 01625 909244.

6.2 Solar Claims UK Ltd will acknowledge Your complaint within 5 business days from receipt of the complaint by letter, email or telephone call.

6.3 Your complaint will be investigated by a senior member of staff and Directors of Solar Claims. Solar Claims will be a thorough as possible and will aim to resolve the complaint promptly, giving reasons for its decision.

6.4 Solar Claims UK Ltd will endeavour to issue a final response to Your complaint within 4 week. If Solar Claims needs further time to investigate the complaint they will advise You in writing but will provide a final response within 8 weeks.

6.5 Solar Claims final response will include details of Your options. If you remain unhappy with the outcome of the investigation, or if Solar Claims has been unable to reach a decision within the timescale You have been given, You can contact the Legal Ombudsman at <http://www.legalombudsman.org.uk>

### ASSIGNMENT

7.1 Solar Claims may assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without Your prior written consent.

### TERMINATION

8.1 If this Agreement is terminated by You for any reason after the 14 day cooling off period You must pay Solar Claims' reasonable expenses of pursuing the Claim up to the date on which Solar Claims is notified of the termination, (to be made in writing via Recorded Delivery), including but not limited to: 111.00 per hour for administration costs, cost of any agreed disbursements paid for on Your behalf; 40.00 per letter and 15.00 per telephone call. These reasonable expenses are payable within 14 days of the invoice.

8.2 If this agreement is terminated by You after Solar Claims have put Your claim to the Third Party then you will be liable for either Solar Claims' reasonable expenses as defined in 8.1 of these terms or Solar Claims' Fee of 35% of any Offer made by the Third Party by way of settlement of Your Claim, whichever is the greater, payment being due whether You accept the offer or not.

8.3 Any notice of termination must be made in writing and addressed to Solar Claims UK Ltd, 210, Bond Street, Macclesfield, Cheshire, SK106RG, UK.

8.4 Solar Claims has the right to terminate this Agreement if You fail to provide instructions that allow Solar Claims to carry out the Services properly; if You are uncooperative; if You fail to inform Solar Claims of Your current financial circumstances in accordance with "YOUR DUTIES" in section 3.1 of this Agreement; if Solar Claims believes that the relationship with You has irrevocably broken down; or in the event of a conflict of interest. Prior to terminating this Agreement under this clause, Solar Claims will write to You not less than twice informing You of the problem and advising You of the consequences. where this Agreement is terminated on any of these grounds You must pay Solar Claims' reasonable expenses of pursuing the Claim to the date of termination, calculated at a rate of 111.00 per hour (charged in units of 1/10 of an hour) plus disbursements, within 14 days of the date of the invoice.

**8.5** Upon written notice to You Solar Claims has the right at any time to refuse to pursue or to discontinue the Claim in its absolute discretion Solar Claims considers that the Claim has no reasonable prospect of success, but Solar Claims must act reasonably in reaching any such decision. Where this Agreement is terminated on this ground there will be no incurring Fees.

**GOVERNING LAW**

**9.1** This Agreement shall be subject to the Law of England and Wales. Any dispute arising in connection with this Agreement which cannot be settled on an amicable basis shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.