



Your Name:

Your Address:

.....

Post Code:

Letter Of Authority

To whom it may concern,

I/We, the undersigned hereby authorise Financial Investigation and Recovery Limited, whose principal address is 32-40 Tontine Street, Folkestone, Kent, CT20 1JU as my/our agent, and to sign the necessary authorities required by the appropriate parties, to administer the claim detailed in the attached form(s) on my/our behalf.

Please, therefore, take this letter of authority requiring you to communicate directly with Financial Investigation and Recovery Limited and to provide whatever details and information that Financial Investigation and Recovery Limited requests as necessary to pursue my/our claim(s). A copy of this letter of authority shall have equal validity as the original.

This authority will endure until further notice.

Furthermore, any compensation awarded should be addressed to and paid directly to Financial Investigation and Recovery Limited, either by cheque or direct bank transfer with sort code 23-05-80 and account number 21795607, or by any other form of payment agreed by both parties.

I/We give full authority for Financial Investigation and Recovery Limited to pursue my/our complaint(s).

Claimant:

Print Name: Signed:

Date: / /

Date Of Birth: / /

Joint Claimant (where applicable):

Print Name: Signed:

Date: / /

Date Of Birth: / /

Terms of Engagement

1. Definition & Interpretation.

Unless the context requires otherwise, the subsequent words and phrases shall have the meaning as given below:-

- (a) "Claim" means the Claim for financial redress, arising from the mis-selling of particular financial products, whether individual or collective to the Client pursued by Financial Investigation and Recovery Limited on behalf of the Client.
- (b) "Client" means the individual, or individuals for whom Financial Investigation and Recovery Limited has been instructed to provide the Services, as identified in the Letter Of Authority.
- (c) "The Company" or "FIRL" means Financial Investigation and Recovery Limited (Company No: 09882537) whose principal place of business is at 32-40 Tontine Street, Folkestone, Kent, CT20 1JU, registered in England and Wales.
- (d) "Fee" means the fees applicable for the provision of the services supplied by Financial Investigation and Recovery Limited, agreed by the Client at the outset of this agreement.
- (e) "Firm" includes without limitation the FSA and/or FCA authorised and regulated; bank, building society, insurer, broker, financial advisor, or any other authorised and regulated organisation responsible for the alleged mis-selling of particular financial products.
- (f) "FSCS" means the body administering the Financial Services Compensation Scheme and its replacement from time to time.
- (g) "Investment" means any shares, securities, stocks or structured products.
- (h) "Services" means the identification and assessment of a possible Claim and the provision of advice and the handling and administration of the Claim for any financial losses incurred by the Client in respect of mis-selling of the Investment by the Firm.
- (i) "Termination Date" means the effective date of termination of the Services in accordance with clause 7.
- (j) "Terms" means these terms and conditions unless stipulated otherwise.
- (k) References to the masculine gender shall be deemed to include the feminine and vice versa and the singular includes the plural and vice versa. The headings in these Terms are for convenience only and shall not affect their interpretation. References to any statute or statutory provision include a reference to the statute or statutory provision as from time to time amended extended or re-enacted. Where there are multiple individuals identified as the Client, the obligations and liabilities described henceforth in this agreement shall be joint and several.

2. Commencement And Duration

- (a) The Contract, and therefore the provision of the Services offered to the Client, by The Company, shall come into existence and take effect on the date upon which The Company receives signed copies of the Letter Of Authority and these Terms Of Engagement, and shall endure until termination of the Contract in accordance with Clause 7.
- (b) For the avoidance of doubt, the provision of the Services shall not include any legal or financial advice. The Client hereby acknowledges it is the responsibility of the Client to seek and obtain independent financial and/or legal advice from suitably qualified persons in relation to such matters.

3. Rights and obligations of the Client

The Client, by completing, signing and returning the Letter of Authority gives The Company full authority to communicate with the Firm and/or FSCS on the Client's behalf, and when necessary, to obtain other relevant information from whichever source as necessary and;

- (a) will deal promptly with every reasonable request by The Company for further documentation, information and instruction that The Company may require;
- (b) will promptly advise The Company of any issues which may affect the Claim and/or The Company's ability to pursue a successful resolution to the Claim;

(c) will not be liable for any charge in respect of the Claim if The Company fails to secure a successful resolution to the Claim, except where The Company's failure to secure a successful resolution to the claim had arisen as a result of Clause 3(b).

(d) will pay any Fee due to The Company in accordance with Clause 7 as applicable;

(e) will in connection with any Claim promptly give notice to The Company in writing, of any acceptance of any offer of redress made by the Firm or FSCS; or acceptance of any offer or receipt of any redress from the Firm or FSCS during the term of this agreement. Such notification shall include the financial value of redress offered and/or received, and the date of payment (or if payment is yet to be made) and then Client shall procure such details are verified by the Firm or FSCS;

(f) hereby authorises The Company to accept any offer of redress on behalf of the client, which The Company reasonably considers to be fair and reasonable, subject to the offer of redress first being confirmed with the Client.

(g) hereby acknowledges and confirms all information supplied to The Company is true, accurate and not misleading and repeats this representation each time information is given to The Company by the Client.

4. Rights and Obligations of The Company

(a) only undertake Claims where in the reasonable opinion of The Company there is a valid case, and with its judgment, believes there to be a likely successful resolution to the Claim.

(b) use reasonable skill and care in the performance and administration of the Services;

(c) use reasonable endeavors to promptly notify the Client if the Claim is not to be pursued;

(d) use reasonable endeavors to promptly notify the Client of the outcome of the Claim;

(e) preserve confidentiality unless expressly or by necessary implication authorised to the contrary;

(f) deal with all complaints in accordance with its published complaints handling procedure. Details of how to complain are available in Section 10 of this document, online at www.firl.co.uk/complaints, or on request by emailing complaints@firl.co.uk

(g) treat all personal information as private and confidential except where The Company is legally required to disclose such information, or when necessary for the provision of the Services. The Client has the right of access under the Data Protection Act 1998 to their personal records held by The Company. Details of our privacy policy can also be found at www.firl.co.uk/privacy-policy

(h) Upon receipt of an offer of redress on behalf of the client and cleared funds by The Company, the Client's agreed percentage of the redress offered will be forwarded to the Client within six business days of the funds being cleared by The Company.

5. Fees and Payment

For each separate Claim made by The Company, on behalf of the Client, the Client shall be liable for payment of the Fee, to The Company, as detailed below;

(a) 25% + VAT of the redress offered and paid by the FSCS or Firm, upon the successful resolution of any Claim.

Example: An award of £5,000.00 is received by The Company, on behalf of the Client, or directly received by the Client.

Success Fee = £1,250.00

VAT = £250.00

The balance retained by, or owed to The Company, therefore, is £1,500.00

(b) With respect to Clause 3(e), if the Client receives an offer for redress directly from the FSCS or a Firm, in respect of a Claim, the Company shall:

(i) invoice the Client within 5 working days for the Fee, with respect to Clause 5(a), AND

(ii) in the event that the Client is unwilling, or fails to pay the Fee, the Company will, at its discretion, and where deemed necessary, seek the advice and services of a debt recovery specialist.

(c) Other reasonable fees may become due upon cancellation of this agreement by the Client, where cancellation occurs prior to a successful resolution to a Claim (pursuant to Clause 7(c)), except where cancellation occurs with respect to Clause 7(a)[I], [III], [IV] and Clause 7(b).

(d) In the event the Client fails to pay the Fee within 14 calendar days of the date of receipt of the invoice, or 14 days of the date of the receipt of any payment to the Client, The Company shall be entitled to charge interest on the amount unpaid at the rate of 8% per annum until payment is made.

(e) For the avoidance of doubt, no Fee shall be payable to The Company by the Client unless;

(I) Pursuant to Clause 5(a), The Company, in its absolute discretion, determines a Claim to be resolved on behalf of the Client.

(II) The Client cancels the agreement prior to a successful resolution to the Claim being reached, upon which Clause 7(c) shall apply accordingly.

6. Exclusions

The Company shall have no liability to the Client:-

- (a) for any loss, damage, costs, expenses or other Claims arising from any information supplied by the Client which is incomplete, incorrect, inaccurate, illegal, in the wrong form or arising from late arrival, non-arrival or any other fault of the Client;
- (b) or be deemed to be in breach of these Terms by reason of any delay in the performing, or failure to perform any of the Services if that delay or failure was due to any cause beyond The Company's reasonable control or due to the Client's delay in providing instructions in full or in part.
- (c) for any loss or damage to any documentation supplied to The Company by the Client; it is recommended that the Client only provide copies of original documentation in order to prevent their loss or damage.

7. Termination

(a) The Company shall have the right to terminate the provisions of the Services under this agreement at any time by giving written notice to the Client if:-

(I) a serious material breach occurs by the Client of any term of the agreement which is not remedied to The Company's satisfaction within 14 calendar days of a written notice by The Company indicating the nature of the breach and requiring it to be remedied; or

(II) the Client is adjudicated bankrupt or enters an Individual Voluntary Arrangement; or

(III) in the reasonable judgment of The Company, the Claim has little reasonable chance of success.

(IV) in the reasonable judgment of The Company, it is considered that it would not be financially viable for The Company to pursue the Claim further.

(b) The Client has the right to cancel this agreement by supplying The Company with any clear statement or by completing and returning the cancellation form to The Company within 14 days of signing this agreement. For the avoidance of doubt the Client will not be responsible for any costs incurred by The Company, should the agreement be terminated within 14 days.

(c) After the expiration of the initial 14 day period referred to in clause 7(b) above but prior to redress being offered to the Client in respect of a Claim by the Firm or FSCS, the Client may at any time terminate the agreement, and subsequently the provision of the Services under this agreement, by supplying to The Company written notice as provided. Early termination of the agreement pursuant to this clause will be subject to reasonable fees for the work undertaken to that date, to be paid by the Client to The Company. In order to calculate the basis of this charge, reference will be made to time engaged undertaking work at The Company's hourly rate applicable at the date of these terms (currently £75 per hour).

(d) Upon termination by the Client for any reason whatsoever (except pursuant to Clause 7(b)) all sums due to The Company under this agreement shall immediately become due and payable and clause 7(c) shall apply accordingly.

(e) If the Termination Date occurs after redress has been offered by the Firm or FSCS to the Client in respect of the Claim, The Company shall be entitled to Claim the Fee (i.e. the purpose of this agreement has been fulfilled).

(f) The Contract shall be terminated automatically in the event of redress being offered, and The Company's fees being paid and cleared, by the FSCS, Firm or Client.

8. General

(a) These terms and any documents referred to herein together with any written instructions or statements made immediately prior to entering into these terms shall constitute the entire agreement between the parties and may not be varied except where both parties have specifically agreed, in writing, to do so.

(b) No failure or delay by either party in exercising any of its rights under these terms shall be considered to be a waiver of that right, and no waiver by either party of any breach of these terms by the other party shall be deemed as a waiver of any subsequent breach of the same or any other provision.

(c) If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

(d) No third party shall have any right to enforce or rely on any provision of these terms which does or may confer any right or benefit on any third party directly or indirectly, expressly or by implication and, therefore, no third party shall have any right under the current terms of this contract (Rights of Third Parties) Act 1999.

(e) The Company may from time to time request that the Client execute additional documents and do any other act or thing which may reasonably be required to give effect of these terms.

(f) The Company is legally and professionally obligated to keep the affairs of clients confidential. We may from time to time use external organisations or professionals to provide services to The Company. These may include solicitors and barristers. By instructing The Company, the Client is expressing consent to The Company providing information about the Client's case to such organisations or individuals, if it is considered appropriate to do so.

(g) The Company may from time to time be in possession of information that is not in the public domain and that has come into its possession

from another client. Whilst it may be in the Client's interest to disclose that information, by accepting these terms and conditions, the Client agrees that it will not be disclosed to the Client if it conflicts with The Company's duty to a third party to keep that information confidential.

(h) The Company may from time to time deem it necessary to employ the services of third parties in order to process a Claim, by agreeing to these Terms, the Client irrevocably agrees for their information to be shared with these particular third parties. For the avoidance of doubt, no other Clauses or Terms within this agreement shall be affected by this, for example, the Client will not be liable for any costs incurred by The Company, in its employment of third parties.

(i) By agreeing to and signing these Terms, the Client expressly invites The Company to contact and communicate with the Client in respect of the Services offered. These permissions shall supersede the Telephone Preference Service, and any other arrangement that restricts communication with the Client, for the duration of this Contract.

(j) These terms shall be governed by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

9. Cancellation Rights

a) 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 upon which The Company receives these terms and conditions signed by you.

b) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement. You may use the attached cancellation form, but it is not mandatory. If you wish to send your cancellation of the contract you may write to us at Financial Investigation and Recovery Limited, 32-40 Tontine Street, Folkestone, Kent, CT20 1JU. You may also cancel by email. You can e-mail us at: cancellations@firl.co.uk.

c) 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.

10. Complaints Procedure

a) Complaints may be made in writing, by email, telephone or in any other form in respect of a claims management service that we have provided to you, and that is regulated under the Compensation Act 2006.

b) We will write to you by post or email, acknowledging your complaint within five business days of receipt of your complaint. We will identify the person who will handle the complaint, and wherever possible, will endeavour to ensure that that person will not have been directly involved in the subject of the complaint, and will have the applicable authority to investigate the complaint and ensure a satisfactory outcome.

c) Within four working weeks of receipt of the complaint, we will send you one of the following:

(I) a response addressing the complaint to a satisfactory resolution.

(II) a holding response, which will explain why the complaint cannot yet be resolved, also indicating when we will contact you further.

d) Within eight working weeks of receipt of the complaint, we will send you one of the following:

(I) a response addressing the complaint to a satisfactory resolution.

(II) a response which explains why we are still not able to give a final response, informing you of the reasons for the delay and indicating the timescale of when we will be able to provide you with a final response. Or; informs you that, in the event that you are dissatisfied with the handling of your complaint, you may refer it to the Legal Ombudsman.

e) In the event that we decide that compensation is appropriate, we will settle it for any acts or omissions for which we are responsible. We will comply with any offer of compensation which you accept. Please note: compensation offered may not always be financial.

f) In the event that you are unsatisfied with the handling of your complaint, or your complaint is not resolved within eight weeks, you may refer the complaint to:

Legal Ombudsman (LEO)

P.O. Box 6806

Wolverhampton

West Midlands

WV1 9WJ

enquiries@legalombudsman.org.uk

Tel: 0300 555 0333

g) The Legal Ombudsman can review the handling of the complaint and can also give direction on further handling of the complaint.

For complaints, please email us at complaints@firl.co.uk

Client Use Only:

These are our standard terms and conditions upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

Claimant:

Signed: Print Name:

Address: Date: / /

..... Email Address:@

Post Code: Telephone Number:

National Insurance Number:

Joint Claimant (where applicable):

Signed: Print Name:

Address: Date: / /

..... Email Address:

Post Code: Telephone Number:

National Insurance Number:

**Please complete and return this form to us IF YOU WISH
TO CANCEL YOUR CONTRACT WITH US.**

You may cancel your contract with us by sending an email to: cancellations@firl.co.uk

Alternatively, you can return this form to the address provided below:

Financial Investigation and Recovery Ltd
32-40 Tontine Street
Folkestone, Kent
CT20 1JU

(Unfortunately, we cannot guarantee receipt of postal cancellations, therefore, if you don't hear from us within 7 days of posting your cancellation form, you can call us on 0333 123 0216)

Whichever method you choose, we shall confirm the cancellation with you on receipt

To Financial Investigation and Recovery Ltd, registered at the above address;

I/We hereby give notice of my/our intent to cancel my/our contract with your company, and therefore, the administration of your services for me/us.

Preferred Telephone Number:

Alternative Telephone Number:

Email:@.....

Dated: / /

Name(s):
.....

Address(es):
.....
.....

Signed:

.....
.....