

Rightside Financial Services Limited Terms and Conditions

1 ABOUT YOUR AGREEMENT WITH US

1.1 These are the Terms and Conditions on which we supply Services to you. Please ensure that you read these Terms carefully. Check that the details on the Letter of Authority and in these Terms are complete and accurate before you sign and submit the Letter of Authority.

1.2 By signing the Letter of Authority, you authorise us to: (a) act on your behalf in relation to dealings with the Business and Financial Ombudsman Service; (b) liaise and exchange your personal information with the Business, the Financial Ombudsman Service and/or their authorised agents on your behalf; and (c) begin supplying the Services to you as described in the Key Facts Document.

1.3 You may contact us by post, email or telephone using the details set out in the Key Facts Document.

1.4 In these Terms of Engagement we refer to Rightside Financial Services Limited as "us", "we" or "our" and we refer to you as "you" and "your". If you are entering into this Agreement with your spouse or partner, such references are to you jointly.

1.5 The following terms have the following meanings:

"Additional Information Document" the document entitled Additional Information Document that is included in the pre-contractual information provided to you.

"Agreement" the following documents: the Terms and Conditions; the Key Facts Document; your completed and signed Letter of Authority; the Additional Information Document and our Privacy Policy; "Business" the organisation responsible for the sale and/or provision of the product(s) and/or services in respect of which you have a Claim; "Claim" the claim or claims that you may have against a Business and in respect of which you have requested the Services;

"Compensation" any offer, award or refund of monies including gestures of goodwill, interest and/or monies paid into an account or investment fund which comes about as a result of the Service whether such monies are (a) paid directly to you, (b) used to reduce any arrears/debt you owe to the Business; (c) paid as an enhancement of a fund, policy or plan (d); or an offer that is deemed fair and reasonable by Rightside, that is not accepted by you for whatever reason. Where such offer, award or refund is revised on appeal, then the revised amount shall be used to calculate our Fee.

"Cooling-off Period" is 14 days from the signing of your contract as set out in Condition 3;

"Fee" the fee payable by you to us for the Services more particularly described in the Key Facts Document as a percentage of Compensation; "Final Decision Letter" a letter from the Business, Financial Ombudsman Service or Financial Services Compensation Scheme confirming the outcome of their investigation into your Claim;

"Financial Ombudsman Service" the free, independent arbitration service set up under the Financial Services and Markets Act 2000 to resolve disputes between financial businesses and their customers;

"Key Facts Document" the document entitled Key Facts that is specific to the type of service you have requested from us;

"Letter of Authority" the letter sent to you for your signature which authorises us to act on your behalf under the terms of this Agreement; "Privacy Policy" our latest policy stating how we collect and use your personal information. You can find our Privacy Policy on our website at www.right-side.co.uk;

"Service" the Claims management service we will provide to you in relation to anyone or more Claims that you may have against a Business as described in the Key Facts Document;

"Terms" this document;

"VAT" Value Added Tax which is payable by you on the Service(s) by us at the rate determined from time to time by Her Majesty's Revenue and Customs; and

"Working Day" any day other than a Saturday, Sunday or public holiday in the United Kingdom.

2 WHEN THIS AGREEMENT STARTS

2.1 The Agreement between you and us will start on the date we receive the signed and completed Letter of Authority.

2.2 The Letter of Authority will be deemed to have been received as soon as you submit the Letter of Authority if it is signed and submitted electronically or, on the second Working Day after posting when returned to us in the pre-paid envelope supplied by us.

3 RIGHTS TO CANCEL AND COOLING-OFF PERIOD

We can cancel this agreement at any time and no fee will be payable by you if we think there are no grounds for a claim or that your claim is unlikely to succeed. You have the right to terminate the contract by telephone, email or in writing to us within 14 days of signing the contract and you will not be charged. If you cancel after 14 days, and we have already submitted your claim, and an offer of compensation is subsequently made, we will charge our full fee as detailed in the Key Facts Document. If you cancel after 14 days, and we have submitted your claim, and we are unsuccessful, we will not charge a fee.

4 WHAT DO I HAVE TO PAY?

4.1 If a Claim is successful or an offer of Compensation is made, the Fee plus VAT will be payable on the gross amount, by you to us. Please refer to our Key Features Document for details of the fees payable.

4.2 If you fail to pay our Fee within 28 days of receiving the compensation, we will charge interest on the amount unpaid at the annual rate of 4 per cent above the base rate of National Westminster Bank Plc from the due date until the full amount is paid.

4.3 If the Business uses your Compensation to repay another debt that you owe them, we will contact you to discuss alternative methods of payment of our Fee, as you will still be obliged to pay our Fee.

4.4 In the event that you fail to pay our Fee by the due date, we may refer to a third party to recover the debt owing, you agree to pay our reasonable losses, costs and expenditure incurred as a result of such referral, plus any interest accrued in accordance with Condition 4.2. We also reserve the right to deduct our Fee from any other Compensation we may recover for you on any other Claim we process for you.

5 THE SCOPE OF OUR SERVICES TO YOU

5.1 When this Agreement starts, we will provide the Services set out in the Key Facts Document and the Additional Information Document.

5.2 We will keep you informed of all important updates on your claim and if there are no updates we will keep in touch at regular intervals.

5.3 We will not pursue a Claim wherein our professional opinion there is no reasonable chance of success.

5.4 We will not offer you any advice concerning your investment, pension, mortgage or protection arrangements. You should seek professional advice from a reputable individual or business which is authorised by the Financial Conduct Authority.

5.5 We will not offer you any regulated legal advice. You should seek professional advice from a reputable individual or business which is authorised by the Solicitors Regulation Authority.

5.6 We will not offer you advice on criminal injury / personal injury claims, housing disrepair claims, claims for a specified benefit or employment related claims. We will refer to you a third party for assistance with such claims.

5.7 We are not responsible for any failure to perform or delay in performance of, any of our obligations under this Agreement that is caused by events beyond our reasonable control. Such events might include network failures, war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law or governmental order, rule, regulation or direction.

6 YOUR OBLIGATIONS

6.1 You must comply with any reasonable instruction from us and provide any information listed in the Key Facts Document or the Additional Information Document.

6.2 In particular, you agree that you will: (a) supply us with any information or authority that we reasonably request relating to your Claim; and (b) ensure that all information that you provide us with is, to the best of your knowledge, accurate and not misleading; (c) inform us as soon as possible of any matters affecting your Claim including any offer of Compensation or Final Decision which is made to you by the Business and supply us with a full copy of any offer letter or Final Decision Letter or a Letter of Authority allowing us to obtain a copy of the letter directly from the Business.

Rightside Financial Services Limited Terms and Conditions

7 TERMINATION

7.1 Unless terminated or cancelled in accordance with these Terms, this Agreement will continue until we have completed the Services which will be when the Claim against the Business succeeds or fails.

7.2 If you are entering into this Agreement jointly with another person, any notice of termination must be signed by both of you.

7.3 In accordance with Condition 3, 4.1 & 6.2 of this Agreement, you are required to provide us with a full copy of any Final Decision Letter that has been sent to you, we will calculate our Fee-based upon this. If you fail to provide it to us within 7 calendar days after we have requested it from you, we reserve the right to pass the matter to a third party to recover the debt owing.

7.4 We may terminate this Agreement at any time with immediate effect by giving you notice if: (a) we find you have given us false information or acted fraudulently or if you break the contract in any other material way and you do not correct or fix the situation within 30 days of us asking you to do so, in which case we will have the right to charge you the Fee (if Compensation has been awarded) in accordance with Condition 3; (b) you or, if this Agreement has been entered into jointly by two persons, one of you: (i) enter into an Individual Voluntary Arrangement; (ii) have a petition of bankruptcy issued against you; (iii) are adjudicated bankrupt; or (iv) dies.

8 OUR LIABILITY TO YOU

8.1 We do not exclude or limit our liability for fraud or for death or personal injury resulting from our negligence.

8.2 Your legal rights (which include, for example, that we will provide the Service with reasonable care and skill and within a reasonable time) are not affected by anything in this Agreement. For more information about your statutory rights, contact your local Citizens Advice Bureau or Trading Standards Office.

8.3 If we breach this Agreement, save for the types of liability which we will not limit or exclude as set out in Conditions 8.1 and 8.2: (a) we limit our total aggregate liability to you under this Agreement in any year to a maximum of £5,000,000, and (b) we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of the Agreement or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Agreement.

9 YOUR PERSONAL INFORMATION AND CONFIDENTIALITY

9.1 We are registered with the Information Commissioners Office (ICO) under the Data Protection Act 2018. The storage and use of personal details that we hold about you are governed by the General Data Protection Regulations (UK GDPR). The personal information which you provide to us will be used in accordance with the GDPR and our Privacy Policy.

9.2 Information we hold about you will not be disclosed to anyone other than (a) where we are legally required to disclose; (b) where we consider it reasonably necessary to disclose the information to our carefully chosen suppliers, advisers and sub-contractors to use your personal details in order to provide the Services to you, to exercise our rights under this Agreement and also to monitor, develop and improve our Services including the computer and software systems used to provide those Services; (c) to pass on your personal information to the Business, their respective professional advisors or the Financial Ombudsman Service as is required for the purposes of performing our obligations under this Agreement.

10 CHANGES TO THIS AGREEMENT

10.1 We may revise this Agreement from time to time in the event of changes in relevant law and regulatory requirements. We will write to you to advise you of any such changes.

11 COMPLAINTS

If at any time you are not satisfied with the Service that we have given you, please contact us using the details set out in the Key Facts

Document and Additional Information Document so that we can do our best to resolve the problem for you. We have a written complaints procedure which is available either by visiting our website at www.rightside.co.uk or by requesting it directly from us using the contact details set out in the Key Facts Document.

If we are unable to resolve your concerns within a reasonable timescale then you can refer your complaint to the Financial Ombudsman Service free of charge at financial-ombudsman.org.uk, by calling 0800 0234567 or by emailing complaint.info@financial-ombudsman.org.uk

12 OTHER MATTERS

12.1 We may transfer our rights or obligations under this Agreement to someone else. We will always notify you in writing if this happens, but this will not affect your rights under these Terms. From the date of the transfer, your rights under or in connection with the Agreement, insofar as they relate to issues that arise after the transfer date, will be against the other person and not us.

12.2 If any court or other competent authority finds any of the terms of this Agreement to be invalid or unenforceable, the other terms of this Agreement will not be affected.

12.3 This Agreement is governed by and interpreted in accordance with the laws of England. Any dispute in connection with this Agreement will be subject to the exclusive jurisdiction of the English courts.