



First Credit Solutions

PRODUCT REVIEW OF MORTGAGES, SECURED LOANS AND FINANCE

TERMS AND CONDITIONS

1. Definitions

1.1 'Our', 'us', 'we' or 'FCS' means First Credit Solutions Ltd.

1.2 'You', 'your' or 'Client' means the person(s) who signed the Product Review and who wish FCS to carry out a Product Review subject to these Terms and Conditions.

1.3 'Provider' means the company or lender that supplied the product that is the subject of the Product Review.

1.4 'Product Review' means the work completed, or to be completed, by FCS, including but not limited to the completion of the initial Client Review Form, internal review of this, submission to underwriting to evaluate the option to make a claim, the production of the Client Agreement, the request of appropriate documentation and its management.

2. Acceptance of Terms

2.1 By signing the Client Agreement the Client agrees to proceed on the basis of these Terms and Conditions (subject to 2.2).

2.2 FCS grants the Client a 'cooling off period' of 14 days from the date of signature of the Product Review after which the Client will be deemed to have accepted these Terms and Conditions.

2.3 These Terms and Conditions may be updated from time to time and can be found on our website www.firstcreditsolutions.co.uk

3. Payment of Review Fee

3.1 A Review Fee of £299 is to be paid to FCS by the Client, for each Product Review to be progressed and is due upon signature of the Client Agreement.

3.2 The Review Fee is for the work completed during a Product Review.

3.3 The Client will not be required to make any further payments to FCS or the Panel Solicitor in respect of the Product Review or claim.

4. Refund Policy

4.1 This process can be cancelled by writing to FCS for a full refund of the Review Fee paid by the Client within the 'cooling off period' of 14 days from signature of the Product Review Form regardless of the amount of work completed by FCS.

4.2 The Review Fee (£299) is refundable if information uncovered during the process of the Product Review results in FCS advising the Client that the case will not be progressed further.

4.3 The Review Fee (£299) is not refundable if the Client stops the Product Review or claim process at any point after the 'cooling off period' and prior to completion of the claim, or if information given by the Client is fundamentally wrong (in that it changes the outcome of the Client Review or claim) or represents fraudulent activity.

4.4 The £11 fee payable to the company providing the documentation is non-refundable.

5. Progression of Product Review and Case

5.1 FCS will request all the relevant documents from the Provider. The Client will need to provide payment for the £11 fee (per Product Review) charged by the Provider.

5.2 From the point the Provider considers it has all relevant paperwork (including cleared funds) it may, due to incomplete documentation being returned by the Provider, take up to 6 months before all the relevant documents from the Provider are received and assessed by a firm of solicitors.

5.3 On receipt of the requested documentation, a firm of solicitors will produce the detailed claim documentation, which the Client will be required to sign and return in order for the claim process to begin.

5.4 On signing the claim documentation prepared by the solicitors, the claim is anticipated to take 6 to 9 months to complete and the claim should take no longer than 12 months.

5.5 The solicitors reserve the right to cease working on a claim at any time if they believe the claim is unlikely to progress to a successful conclusion.

6. Cost of Claim

6.1 In the event of a successful claim, the solicitor will endeavour to recover all costs from the company against which the claim is made.

6.2 Subject to the success of (6.1) the Client would have no deductions from their compensation.

6.3 In the event of an unsuccessful claim, the solicitor will not attempt to recover any costs from the Client.

7. Successful Claim Fees

7.1 FCS will not charge the Client any further fees in the event of a successful claim.

8. Disclaimers

8.1 FCS can only process cases that have been approved in principle and cannot guarantee the success of any claim.

8.2 FCS acceptance or non-acceptance of a case should not be construed as legal advice.

8.3 Information collected by FCS is for the purposes of progressing the Product Review(s) and is not fact-find for investment, mortgage or insurance advice.

8.4 Before making a claim against any Provider that you currently have any product or service with, it is recommended that you have alternative arrangements in place or available for this product or service should the Provider choose to withdraw the product.

9. Use of Client Information

9.1 The Client consents for FCS to pass on personal details to any lender or product provider as FCS deems necessary whilst undertaking the Client Review.

9.2 Data Protection Act 1998: Under the Data Protection Act 1998 all of our Clients have the right to know what personal information is held about them on our files. Please contact us if you wish to see your details; a small charge will be made for providing such information. We would like to tell you about the Company's new products and services and other companies products and services. This may result in another company contacting you with information regarding their products and services. We will only do this where your consent has been given.

10. Force Majeure

10.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and the party shall be entitled to a reasonable extension of its obligations.

11. Severance

11.1 If any term or provision of these Terms and Conditions is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provisions eliminated.

12. Governing Law

12.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

12.2 VAT is chargeable on all fees where applicable.