



First Credit Solutions

PRODUCT REVIEW OF CREDIT CARDS

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 'Card' means the Credit Card that is the subject of the Product Review.
- 1.4 'Card Provider' means the company or lender that supplied the Card that is the subject of the Product Review.
- 1.5 '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 is to be paid to FCS by the Client for the Credit Card Product Review to be progressed and is due upon signature of the Client Agreement. The cost of this Review Fee is _____
- 3.1.1 Stand alone fee of £199 if the Product Review is the first Product Review with First Credit Solutions for the Client.
- 3.1.2 Subsidised rate of £149 if the Client has already paid a Review Fee for a Product Review of a Credit Card at the full rate of £199.
- 3.2 The Review Fee is for the work completed during a Product Review.

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 paid by the Client is non-refundable in any other circumstances.
- 4.3 The £11 fee payable to the Card Provider providing the documentation is non-refundable.

5. Progression of Product Review and Case

- 5.1 FCS will request all the relevant documents from the Card Provider. The Client will need to provide payment for the £11 fee (per Product Review) charged by the Card Provider providing the documentation.
- 5.2 From the point the Card Provider considers it has all relevant paperwork (including cleared funds) it may, due to incomplete documentation being returned by the Card Provider, take up to 6 months before all the relevant documents from the Card 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 Card Provider.
- 6.2 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 Upon a successful claim the Client will pay a fixed fee of £299.
- 7.2 Payment of 7.1 becomes due upon any payment from the Card Provider to the Client in relation to the claim. If the Client fails to make any payment within 30 days of it becoming due, FCS shall be entitled to charge interest at the rate of 2% per month on the outstanding amounts.
- 7.3 The Client authorises the deduction of 7.1 to be made from any payment or compensation made to the Client.

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 Card 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 Card Provider choose to withdraw the product.
- 8.5 Upon making a decision to pursue a Product Review for a credit card, it is highly recommended that you should: Not make any further purchases using the card; Not increase the balance on the card; Not incur further arrears; Not miss any payments that fall due. Any of these may adversely affect the success of a claim or the level of any award.

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.