



These are our terms and conditions, please read through them and sign on the second page if you accept them.

1. What Monster Claims will do for you:

- (a) We will examine the validity of your Credit Agreement and, if appropriate, pursue on your behalf, a claim for the remaining balance of the Credit Agreement to be deemed unenforceable; where possible, reimbursement of repayments made, plus statutory interest and future repayments discontinued.
- (b) We will provide this service on a Flat Fee basis where the cost for examining each of your Credit Agreement will be £119.95.
- (c) We will correspond and negotiate with the defendant on your behalf in this action. We will require you to sign a 'Letter of Authority' to facilitate this.
- (d) We will inform you of all offers that we receive from the defendant: evaluate them and advise you in writing whether we consider it to be in your interests to accept or reject.
- (e) We will forward to you the monies agreed in settlement of your claim with the defendant, subject to the conditions in parts 3 (e) (i) (ii).
- (f) We will endeavour at all times to provide you with the professional and dedicated service. We will use all reasonable skill and care in the processing of your claim for reimbursement. To Use due diligence with a regulate credit agreement agreed or judged to be unenforceable.
- (g) We will endeavour to provide resolution to any claim with us but where this is not possible due to any change of influence or the business practices of Monster Claims Ltd either internal or external we will seek to resolve your claim as soon as circumstances permit.
- (h) We will return all your documents (including bank statements, policy or credit agreements) upon receipt of all monies due in accordance with this agreement.
- (i) We will assist you in completing all or part of our application, and/or any subsequent forms which you may be experiencing trouble with.

2. What Monster Claims will not do for you:

- (a) We will not advise you to pursue a claim that in our opinion has no realistic chance of success, or where the amount in issue does not in our opinion justify the likely work involved, and we reserve the right to cancel this Agreement if we form this opinion.
- (b) We will not advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable, and we reserve the right to cancel this Agreement if you wish to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable.
- (c) We will not accept an offer without your agreement.
- (d) We will not give or offer you financial advice.
- (e) We will not offer Legal Advice directly in the event of your claim going to the court stage but will refer you to our panel of qualified Solicitors for direct legal assistance.

3. What we expect from you:

- (a) To provide us promptly with all relevant information and items we request to enable us to pursue your claim.
- (b) To provide us with clear instructions
- (c) To cooperate with us (including sending to us any correspondence you receive directly from the defendant)
- (d) Not to ask us to work in an improper or unreasonable way or to mislead us.
- (e) To provide us with the exclusive authority (to the exclusion even of you):
 - (i) to pursue your claim;
 - (ii) to enter on your behalf into correspondence and negotiations;
- (f) To read all of our terms and conditions for your own reference.
- (g) To retain a copy of our terms and conditions for your own reference.
- (h) Pay any associated court costs (refundable at point of settlement) which may become due should you decide to take your claim through the small claims court, Monster Claims will not offer any Legal Advice, however we will offer you support through the process and our panel of Solicitors will of course represent you if needed.

4. Our Fee

- a) We will charge you a flat fee of £119.95 to examine each Credit Agreement. This fee is non refundable.
- b) The Audit Fee is to be paid to Us by You for each credit agreement audit in respect of which the Services are to be provided.
- c) The Audit Fee is due upon signature of the Client Agreement by You.
- d) For an Audit in relation to a Secured loan, personal unsecured loan, motor finance, credit card agreement, repossession prevention an audit fee of £119.95 per audit is payable per audit.
- e) You will not be required to make any further payments to Us under the Contract, including in the event of a Successful Claim for Mortgage or redeemed secured loan.
- f) In respect of claims in relation to credit cards, successful claim fees of 25% of the total of interest repaid, payments returned and balance cleared will be payable.
- g) In respect of claims in relation to unredeemed secured loans and personal unsecured credit, a successful claim fee of 25% will be payable.
- h) This Fee covers:
 - i) Collection of preliminary documents required to facilitate an examination of your agreement.
 - j) The cost of advertising the Unfair Credit Agreement Claims service.
 - k) The cost of examining for the designated Credit Agreement by Monster Claims ltd and our Legal Panel.

5 Cancellation and Refunds

5.1 Should you Choose Cancel the Contact

- 5.2 You may cancel the audit at any time by writing to Us.
- 5.3 If You cancel the audit within fourteen (14) days from the date of signature of the Client Agreement by You, any audit Fee which You have paid to Us will be refunded to You within thirty (30) days of Us receiving notice of the cancellation.
- 5.4 If You cancel the Contract more than fourteen 14 days from the date of signature of the Client Agreement by You, the audit Fee is non-refundable.

5.5 Should we wish to Cancel the Contract

- 5.6 We may cancel the Contract at any time if We find information during the audit process which results is Us advising You that in Our opinion there is not a good chance of a Successful Claim.
- 5.7 We may cancel the Audit procedure at any time if We reasonably believe that any information which You have provided to Us is fundamentally wrong or represents fraudulent activity.
- 5.8 If We cancel the Contract under Condition 5.7, the Review Fee is not refundable on all products

*please visit our websites for details at www.monsterclaims.co.uk

This agreement is a legally binding contract and in signing it you are accepting its terms and conditions. Please sign here:

Print Name (account holder 1).....

Signed.....date:

Address:.....

Post Code: Telephone number(s).....

Print Name (account holder 2).....

Signed.....date:

Address:.....

Post Code: Telephone number(s).....