



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.
- 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, an audit fee of £119.95 per audit is payable per audit.
- e) This Fee covers:
 - f) Collection of preliminary documents required to facilitate an examination of your agreement.
 - g) The cost of advertising the Unfair Credit Agreement Claims service.
 - h) The cost of examining for the designated Credit Agreement by Monster Claims ltd and our Legal Panel.
- i) 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.
- j) In cases where any fee's are won or awarded the fee will be divided equally (50/50) between Monster Claims and their choice of solicitors, You will not be required to make any further payments.
- k) In cases where a fee is not awarded (i.e, Credit Card claims with balances under £5000), a successful claim fee of 25% of the total of interest repaid, payments returned and balances cleared will be payable. This successful claim fee will also be divided equally (50/50) between Monster Claims and their Solicitors.

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 If We cancel the Contract under Condition 5.6 we will advise you of this and our reasons and will refund the audit Fee to You. This will be done within thirty 30 days of You giving confirmation that you do not wish to transfer the Audit Fee to another agreement. The £10 statutory fee paid to your lender is none refundable.
- 5.8 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.
- 5.9 If We cancel the Contract under Condition 5.8, 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).....



Monster Claims

www.monsterclaims.co.uk

Instructing Third Parties

Authority

I / We :

Client Name: _____

DOB:

D	D	M	M	Y	Y
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Client Name: _____

DOB:

D	D	M	M	Y	Y
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Client Current Address

Authorise Monster Claims Limited to instruct solicitors on my behalf. This is only on the provision that I may withdraw this authorisation and instruct a solicitor of my choice and I am aware that this authorisation does not in any way effect my statutory rights and that any solicitor instructed by Monster Claims Limited will contact me and provide full details of their services and that the final instruction of the solicitors will be my decision.

Client Name (Printed): _____ Signature: _____

Date:

Client Name (Printed): _____ Signature: _____

Date:



Registered in England
& Wales as Limited Company
Registration Number – 6570217
Claims management Number 12997

Monster Claims Ltd, Manchester House, 84-86 Princess Street, Manchester, M1 6NG.

Telephone – 0161 279 1766; Facsimile 0161 237 1721 - www.monsterclaims.co.uk – E-mail: info@monsterclaims.co.uk



Monster Claims

www.monsterclaims.co.uk

FORM OF AUTHORITY

Please complete and send back to us as soon as possible.

Account Holder(s) Name(s) _____

Address: _____

_____ Post Code _____

Telephone Number(S) _____

Account Holder(s) Names(s) _____

Address _____

_____ Post Code _____

Telephone Number(s) _____

Agreement Type [tick relevant box]: Loan [] Credit Card []

Name Of lender? ('the firm' or 'licensee(s)') _____

Lender Address (if known): _____

_____ Post Code _____

Loan Agreement/credit card no _____

Loan Agreement (start date) ___/___/___ - (end date, if applicable) ___/___/___

I/we appoint and expressly authorise Monster Claims Ltd ('the company') to consider our claim for unfair credit agreements and seek compensation in accordance with DISP 2.4 16R of the FSA Handbook, 'A complaint may be brought on behalf of an *eligible complainant*, or a deceased person who would have been an *eligible complainant*, by a person authorised by *the eligible complainant* or authorised by law', if the company believes the case warrants such action.

I/we further authorise and insist that you the firm and/or licensee(s) release to the company any information that may be requested from time to time, whether that be in writing, by phone, email, fax or as directed, in accordance with 'Rights of Data Subjects and Others' under the Data Protection Act 1998.

I/we hereby give our expressed consent for any sum awarded to be paid to Monster Claims Ltd, acting on my behalf, as provided for under section "47B of the Enterprise Act 2002 which will then be forwarded to me/us.

Please be advised that any wilful failure to comply with this or any other subsequent instruction made by the company acting on my behalf, whom I/we have legally contracted, within the legal requirements as set out by the Competition Act 1988, the Enterprise Act 2002 and Articles 81 and 82 of the EC Treaty may leave you the firm or licensee(S), open to legal recourse.

(If the claim is in respect of a joint policy, both names must sign, if you have changed your surname since opening the policy and not informed the company, please add this and sign with your original signature).

PRINT NAME (ACCOUNT HOLDER 1) _____

D.O.B ___/___/___

SIGNATURE _____ DATE: _____

PRINT NAME (ACCOUNT HOLDER 1) _____

D.O.B ___/___/___

SIGNATURE _____ DATE: _____



Registered in England & Wales as Limited Company Registration Number – 6570217 - Claims management Number 12997





Monster Claims

www.monsterclaims.co.uk

SECTION 77/78 REQUEST

As prescribed under Section 77/78 of the Consumer Credit Act 1974

To:

Address of Lender: _____

I/We:

Client Name: _____

Client Address (current): _____

Client Address (at the time the agreement was executed):

Account Name: _____

Account/Loan/Credit Card Number: _____

I/we instruct you the creditor to supply Monster Claims Ltd with a copy of the above Regulated Credit Agreement (if any), including any document referred to therein the statement of account under the legislation contained within Section 77 and 78 to the Consumer Credit Act 1975. I enclose the statutory fee of £10.00 as required per this request. Failure to comply with this request is a criminal offence under the Consumer Credit Act of 1974. Under 189 of the Consumer Credit Act of 1974 you are obliged to provide these documents whether you are the original creditor or not.

If you the creditor under agreement fail to comply with this request within 12 days you will be in default and as a consequence not entitled to enforce the agreement and where the default continues for one month you the creditor commits an offence.

PRINT NAME (ACCOUNT HOLDER 1) :

SIGNATURE _____ DATE: _____

D.O.B...../...../.....

PRINT NAME (ACCOUNT HOLDER

1) _____

SIGNATURE _____ DATE: _____

D.O.B...../...../.....

