

Terms & Conditions of Contract

1. Definitions

1.1 'Claim(s)' means the Client's claim or claims against the Company relating to the mis-selling of a payment protection insurance policy or policies;

1.2 'Client' means the policy holder(s)/account holder(s), whose details are set out in the Letter of Authority and who have appointed Harwood Claims Management Limited trading as Hidenda to provide the Services;

1.3 'Company' means the Financial Institution and/or persons to whom the Letter of Authority is addressed being the Insurance Company, Bank, Building Society, Credit Card Company, Mortgage Company or Financial Advisor or any other entity which sold the policy and/or mortgage or gave the advice to the Client, or applied the unlawful charges (including for the avoidance of doubt any employee, director, agents, representatives and associates of said entities or any other entity and/or any of their predecessors);

1.4 'Compensation' means any sums paid or awarded as calculated at the time of the award that would not have been paid if the Claim(s) had not been made;

1.5 'Hidenda' means Harwood Claims Management Limited trading as Hidenda a limited liability company and a third party claims handler, registered in England and Wales with number 08006917 having its registered office at Unit 6E2 Boundary Court, Willow Farm Business Park, Castle Donington, Leicestershire. DE74 2NN;

1.6 'Fee' means the fee of 25% plus VAT of the compensation, payable to Hidenda for the Services carried out by it, for example: If Hidenda recover for you £1000 compensation, Hidenda's fee would be £300.00 (inclusive of VAT). Hidenda will invoice you to pay this amount within 30 days. If you have outstanding loans or finance your compensation may be deducted from those balances by your lender. Our Fee will still be due in those circumstances, for example:

- If Hidenda recover for you £1000 compensation, where you are in arrears with your lender and owe £500, the lender will deduct £500 from the £1000 and leave you with £500, Hidenda's fee would still be £300.00 (inclusive of VAT).
- If Hidenda recover for you £1000 compensation, where you are in arrears with your lender and owe £1500, the lender will deduct £1000 from the £1500 and leave you with £500, but your arrears will be reduced to £500. Hidenda's fee would still be £300.00 (inclusive of VAT).

If the Client is found to be in serious arrears, in an IVA or bankrupt Hidenda will advise the Client about the outcome of a successful claim, the fees that will be due and where the redress will go so that the Client can make an informed decision as to continue with any claim or not.

1.7 'Letter of Authority' means the signed letter sent to the Company from the Client giving Hidenda permission to deal with the Company on behalf of the Client for the purpose of the Claim(s);

1.8 'Services' means the work provided by Hidenda including assessing the viability of, preparing, submitting and negotiating the Claim(s); and

1.9 'Terms' means these terms & conditions of contract.

2. Conduct of Engagement

2.1 By signing and returning the Letter of Authority, the Client hereby appoints Hidenda exclusively to provide the Services for such period as to allow Hidenda to assess, and if reasonably possible, to complete the Claim(s). This does not affect the Client's rights on cancellation of this agreement, if they do so require.

3. The Client will:

3.1 by completing and signing the Letter of Authority give Hidenda his/her/their consent and full authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source on a continuing basis;

3.2 deal promptly with every reasonable request by Hidenda for authority, information and documents and further instructions that Hidenda may from time to time require. Failure to do so will give Hidenda the right to terminate this agreement forthwith and the Client will reimburse Hidenda its reasonable costs incurred in pursuing the Claim(s) to the date of termination;

3.3 promptly inform Hidenda of any relevant matters affecting the Claim(s)

3.4 Where the Lender has paid Compensation to Hidenda, Hidenda will retain the Fee before paying the balance of the Compensation to the Client. Notwithstanding such Agreement, should the Compensation be paid direct to the Client, the Client will immediately notify Hidenda. Hidenda will invoice the Client for the Fee which will become due and payable by the Client to Hidenda within 14 days. If the Fee is not paid in full within 30 days of the dated invoice Hidenda is entitled to engage in Civil Proceedings in order to recover the fees;

3.5 give Hidenda authority to deal exclusively with the Claim(s), and sign the necessary authorities required by the Company or other parties, unless otherwise agreed in writing by the Client and Hidenda;

3.6 subject to clauses 3.7 and 5.4 below, if this Agreement is terminated by the Client for any reason, the client must pay Hidenda its reasonable costs subject to a maximum of five hundred pounds plus VAT (Cancellation Fee). Hidenda's reasonable costs shall be calculated by multiplying the number of hours work completed by the rate of £50.00 per hour. If the Claim(s) have already been submitted by Hidenda and the Claim(s) is(are) successful, the firm's Fee (25% plus VAT) will be payable on the compensation awarded.

3.7 for the avoidance of doubt will not be liable for any charge in respect of their Claim(s) if the Claim(s) is(are) not successful.

4. Hidenda will:

4.1 rely on the information and documents provided by the Client to Hidenda as being true, accurate and complete. Hidenda will not audit, test or check such information or documents except where it is under a legal obligation to do so;

4.2 use its reasonable endeavours to obtain all Compensation due for the Claim(s) which is(are) pursued;

4.3 accept no liability for any unsuccessful Claim(s) or for the amount of Compensation paid to the Client unless it is due to some error or omission on the part of Hidenda;

4.4 promptly notify the Client if any Claim(s) is(are) not to be pursued. It is at Hidenda's discretion to decide whether or not to proceed with the Claim(s) at any time during the claims process but Hidenda must act reasonably in taking any such decision;

4.5 promptly notify the Client of the outcome of any Claim(s);

4.6 as soon as is reasonably practicable following the settlement of the Claim(s) and the payment of Compensation by the Company to Hidenda, pay the Client the balance of the Compensation, after deducting the Fee;

4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a Client), save as expressly or implicitly authorised to the contrary including where disclosure is made at the Client's request or with the Client's consent in relation to pursuing the Claim(s) or where otherwise required by law.

5. Disclaimer

5.1 Hidenda accepts no liability for any loss suffered by the Client by entering into this Agreement and specifically in the event that no Compensation is paid to the Client by the Company unless it is due to some error, misrepresentation or omission on the part of Hidenda.

5.2 The Client is aware that they could complain directly to the Company at no cost, with the ability to take matters further with the Financial Ombudsman Service yet still wishes to pursue the Claim(s) via Hidenda. The Client is also aware that they can shop around prior to entering into a contract with Hidenda.

5.3 In the event that an offer is made to the Client by the Company, which is recommended for acceptance by Hidenda and consistent with the FCA & FOS guidelines, and the Client refuses or fails to give any instructions, then Hidenda shall be entitled to charge for their Services, as detailed in Fee under Definitions, from the amount offered.

5.4 Please note you have a total of 14 days (which starts from the date you signed the authority) to cancel your authority instructing Hidenda to act on your behalf without incurring any charge. You can cancel your contract after the first 14 days but cancellation will be subject to the Cancellation Fee set out in paragraph 3.6 above. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, telephone or e-mail). A cancellation form is enclosed with the pack that can be used for this purpose.

5.5 Hidenda shall have the right to terminate the Agreement by giving written notice to the Client and at any time to immediately terminate the Agreement if there occurs any material breach by the Client of any term of the contract and not remedied to Hidenda's satisfaction within 30 days of a written notice by Hidenda specifying the breach and requiring it to be remedied; or the Client is adjudicated bankrupt. In the event of such termination the Cancellation Fee set out in paragraph 3.6 will be payable by the Client.

5.6 Full details of Hidenda internal complaints handling procedures are available upon request.

5.7 Hidenda is regulated by the claims management regulator in respect of regulated claims management activities; our authorisation number is 30053.

6. Non-payment of Fee

6.1 Without exception, all invoices must be paid in full within 30 days of issue. The costs of any telephone calls and invoice reminders may be added to the outstanding debt-

- £12.00+VAT Second and subsequent written reminder;
- £4.00+VAT Second and subsequent telephone reminder;
- £65.00+VAT Solicitors Letter Before Action (LBA)

6.2 Should the Fee not be paid in accordance with clause 3.4 above or the Cancellation Fee not be paid in accordance with clause 3.6 above within 30 days of an invoice being raised for it, the matter will be referred to a debt recovery company of Hidenda's choosing for recovery action and the Client will incur the reasonable debt collection and administration costs incurred by Hidenda. These charges together with all other charges and legal fees costs and disbursements incurred in the recovery of the amount due to Hidenda will be the responsibility of the Client and will be legally enforceable.

7. Assignment

7.1 Hidenda may assign our rights and obligations under this agreement to another party provided that the party to whom we assign our rights and obligations agrees to provide the services to you on the same terms set out in this agreement. Should such an assignment occur either we, or the party to whom we assign our rights and obligations, will write to you to advise you of the assignment.

7.2 The Client cannot assign your rights and obligations under this agreement because it relates to your claims and is personal to you.

8. Governing Law

8.1 This agreement shall be subject to the laws of England and Wales.

Important information about how we work

Before commencing work on your claim we provide you with this information so that you have a greater understanding of how our services work.

Once you have agreed that you would like to use our services we will investigate your claim, obtain copies of any documentation from your loan, credit card or mortgage provider, insurance company or bank if required and also if required speak with you further to investigate the merits of your claim. Where we think that you are entitled to compensation we will make a claim on your behalf by writing to your lender. If your claim is rejected we may also refer your claim to the Financial Ombudsman Service. In very limited circumstances it may be necessary for you to attend court but if this is necessary we will provide you with all the support that you need and your solicitor will guide you through every step of the process.