Mis-sold Expert
19 Spring Gardens,
Manchester,
M2 1FB
info@mis-soldexpert.co.uk
0161 567 8822

Dear

Client ID: CUS-323009

We're pleased you've decided to explore a claim with us.

This pack contains all the information and paperwork needed to get things underway. Once completed and returned, we can immediately begin reviewing your case.

Why your claim matters.

Car finance is a major financial commitment. Yet for years, many finance providers and brokers put their own interests first, failing to be transparent with customers about the true cost of their agreements. This lack of openness left consumers at a disadvantage, something regulators had expected firms to prevent.

Our job is to put that right. By investigating your agreement and, where justified, presenting a complaint to your finance provider, we work to recover any compensation that may be owed to you.

What you'll find inside.

Enclosed in this pack are:

- A letter of authority - your consent for us to represent you.
- Summary document - a clear summary of our service.
- Customer Declaration - confirms you've chosen to use our services and why.
- Terms and Conditions - full Terms and Conditions.

Together, these documents form our agreement with you. Please read them carefully, sign where indicated and return them so that we can move forward with your claim.

Should you have any questions, your case handler will be on hand to provide support.

Kind regards,
Mis-sold Expert

Mis-sold Expert is a Claims Management Company (CMC). You can claim for free, without using the services of CMC, first to your finance provider and then to the FOS. The FCA has introduced a free to use Consumer Redress Scheme which you will be able to use without a CMC.

mis-sold expert

Summary of Service

Mis-sold Expert will assess whether your claim has a reasonable prospect of success by obtaining information from the provider and you. If we consider your claim is valid, we will raise a formal complaint first to the provider and, depending on the response and your instructions, we will escalate your complaint to the Financial Ombudsman Service ("FOS"), Financial Services Compensation Scheme ("**FSCS**") or any other relevant statutory ombudsman or scheme, if we believe it has merit and it is in your best interests to do so. Throughout the process we will liaise with the provider on your behalf, sharing relevant information You have given us, and use reasonable endeavours to negotiate a settlement of the claim for You and advise, where possible, on the reasonableness of any offer of settlement. If the claim is unsuccessful, we will advise You on the options available.

What steps will You need to take

- ✓ Read all the documentation we send to You.
- ✓ Provide us with all appropriate and available information relating to your claim as soon as possible.
- ✓ Let us know any previous names and addresses to help the provider locate your account(s).
- ✓ Notify us of any contact You receive from the provider.
- ✓ Complete, sign and return any documents we send You.
- ✓ Answer the questions we ask to help us assess the merits of your claim and prepare the complaint.
- ✓ Tell us promptly if the provider contacts You directly to try and settle your claim.

How we will keep You updated

We will update You at key stages of your claim by letter, telephone, email, or SMS. These stages include (but are not limited to):

- ✓ Information request being submitted to the provider. ✓ Submission of your complaint.
- ✓ That we are chasing the provider for a response to your claim. ✓ Acknowledgement of your claim by the provider.
- ✓ The provider's decision, upheld or rejected. ✓ That we consider your complaint should be handled by the FOS.
- ✓ Requests from us for additional information.

You will be updated at least every 6 months. In the majority of cases, contact will be more frequent and will be by email. You can inform us of the best way to make contact.

Fees

Our fees are based on the Settlement Amount* we recover for You. A table of how Our Fee will be calculated in the event of a successful claim is shown below. Our Fee is a percentage of the Settlement Amount or the maximum total Fee, whichever is the lower amount. The Fee illustration is not to be taken as an estimate of the amount likely to be recovered. The amount You pay may be more or less than these examples.

Redress Band	Gross Settlement Amount		Our Fee % Including VAT	Maximum total Fee (£) including VAT
	Lower (£)	Upper (£)		
1	£1	£1,499	36%	£504
2	£1,500	£9,999	33.60%	£3,000
3	£10,000	£24,999	30%	£6,000
4	£25,000	£49,999	24%	£9,000
5	£50,000	N/A	18%	£12,000

As an illustration, if You were paid £2,000 in respect of Your Claim, You would pay Us Fees (including VAT) of £672 (including VAT) and you would receive a total of £1,328. This should not be taken as an estimate of the amount likely to be recovered by You and so the Fee may be more or less than the amount of £672 shown in the illustration.

*Settlement Amount is defined in Clause 1 of the Terms and Conditions but essentially means all amounts paid by the Provider to You in settlement of Your Claim before any tax is taken off.

Termination

You have the right to cancel your agreement with Us within 14 days of signing the terms without charge. By signing the agreement, You give consent to us to start work within the 14-day period. You may terminate outside of the 14-day period in which case You may be charged:

- For the work we have carried out at a rate of £80+VAT (i.e. £96) we would typically expect a Termination Fee to be approximately £180 but it may be more or less than this amount; or,
- By reference to the table above if after We have submitted a Claim you terminate and later receive a Settlement Amount.

Other options to pursue your claim

Mis-sold Expert is a Claims Management Company (CMC). You do not need to use the services of a CMC to pursue your claim and it is possible to present Your claim yourself for free, first to the provider or, if unsuccessful to the FOS. The FCA has introduced a free to use Consumer Redress Scheme which you will be able to use without a CMC.

You may be entitled to legal advice, assistance and representation through your membership of a trade union or under a contract of insurance, therefore you may wish to investigate whether you are able to pursue this claim through these methods.

This Agreement and the Letter of Authority make up Your agreement with Us. Please read them carefully.

TERMS AND CONDITIONS

1. DEFINITIONS

"Account" – the account(s), policies, plan(s), investments, loans, motor finance (including Hire Purchase, Personal Contract Purchase and Lease agreements), credit cards or other financial arrangements identified by You as being relevant to the Claim and/or any additional Accounts that we identify and that you authorise us to pursue.
"Agreement" – the agreement entered into by You with Us, incorporating the Letter of Authority Form and these Terms and Conditions.
"Claim" – the claim or claims made by Us to the Provider on Your behalf for a breach of legislation or regulation relating to an Account including, irresponsible lending, undisclosed commissions, and/or breaches of the Consumer Credit Act 1974 (as amended).
"**Client Account"** – a separate bank account where client funds are deposited. This account is separate to Our main business account.
"FCA" – the Financial Conduct Authority.
"Fees" – the fees payable by You to Us under clause 5 and/or any other fees or other amounts payable by You to Us under the Agreement.
"FOS" – the Financial Ombudsman Service.
"**FSCS"** – the Financial Services Compensation Scheme.
"Letter of Authority" – the signed document which You complete in respect of a Claim which enables Us to correspond directly with Your Provider. **"Personal Notice"** – written notice provided by Us to You at least 15 Working Days in advance (or such shorter period as may be necessary to ensure We comply with Our regulatory and legal obligations) by post or email (in each case provided to the most recent contact details provided by You to Us). **"Provider"** – the bank(s), financial institution(s), broker(s) or other provider(s) of financial services against which We bring a Claim on Your behalf which will be detailed in each Letter of Authority.
"Redress Scheme" – the FCA's Consumer Redress Scheme pursuant to CP25/27.
"Services" – the services that We agree to provide to You under this Agreement, including (not exhaustively) the assessment, preparation and negotiation of Your Claim as described in clause 3.
"Settlement Amount" – all amounts paid by the Provider to You in settlement of Your Claim (gross of any tax You are liable to pay), being the total value of the benefits to You, monetary or otherwise, and including any cash or cheque payment, any reduction in Your account balance, any reduction in Your account arrears/debts and any interest paid by the Provider in relation to the Claim. Where a Settlement Amount is increased on appeal during the term of this Agreement, then the higher amount shall be used.
"We", "Our" and "Us" – M. R. Consumer Services Ltd (07102609) T/A Mis-sold Expert whose registered address is 19 Spring Gardens, Manchester, M2 1FB or anyone to whom We transfer Our rights and obligations under the Agreement.
"Working Days" – any day on which banks are open for business (excluding Saturdays, Sundays and public holidays).
"You" and "Your" –the person(s) engaging Us in accordance with the Terms and Conditions of this Agreement.

2. THE AGREEMENT BETWEEN YOU AND US

2.1. You appoint Us to act as Your exclusive representative in your Claim and We agree to act on Your behalf and to provide the Services on the terms of the Agreement.
2.2. The Agreement takes effect when You sign these Terms and Conditions and unless terminated earlier, will continue until:
- The Settlement Amount is recovered for You by Us and You have paid the Fees in respect of all Claims We are processing; or
- Your Claim is rejected and either We notify You that there is no avenue of appeal remaining or any such avenue is, in Our reasonable opinion, unlikely to succeed.

2.3. By appointing Us You:
2.3.1 confirm that no agency or person other than Us is acting for You in relation to the Claim and You agree not to appoint any such agency/person, including yourself, in relation to the Claim unless You terminate this Agreement with Us in accordance with clause 6;
2.3.2 understand and acknowledge that We cannot guarantee the outcome of Your Claim;
2.3.3 accept responsibility for payments that You may be liable for under this Agreement; and
2.3.4 authorise Us to investigate any other potential claims held with that Provider and submit a Claim for which You are subject to Our Fees as detailed in clause 5. We will notify You of any additional Accounts that are identified.

3. OUR SERVICES

3.1 We will assess the basis and merits of Your claim by asking You questions in relation to Your interactions with the Provider. We reserve the right to refuse to provide the Services to You where We believe that it is not in Your best interests for Us to provide the Services.
3.2 We will contact the Provider to obtain transactional information such as statements and agreements which will enable Us to assess whether We consider Your Claim to be viable.
3.3 We will give You advice on the merits of Your Claim and any particular steps You need to take (such as those described in Clause 4).
3.4 We will raise a formal complaint first to the Provider regarding your Claim, requesting an appropriate Settlement Amount including statutory interest or any other applicable interest amount in accordance with rules and guidance of the FCA/FOS/FSCS or any other relevant statutory ombudsman or scheme.
3.5 We will notify You promptly of any requests for additional information or documentation that the Provider needs to investigate Your Claim and We will provide the Provider with the relevant information that We have received from You promptly.
3.6 We will update You within 10 working days when there are any material developments on Your Claims or when We receive any information which is for Your attention. Where there are no material developments, We will update You at least every 6 months in writing.
3.7 We will request from the Provider a full financial breakdown of all charges that relate to the Account and any other accounts that You have or have had with the Provider.
3.8 We will use Our reasonable endeavours to negotiate with the Provider for a settlement of the Claim on Your behalf.
3.9 We will notify You in writing of any Settlement Amount offer made by the Provider and provide Our advice regarding whether the offer You have received is in line with the rules of the FCA or the principles used by the FOS, FSCS or any other relevant statutory ombudsman or scheme
3.10 If, at Our complete discretion, We consider that Your Claim is not viable, whether due to the claimed amount being too small or for any other reason, We will notify You, following which You will not be required to pay anything to Us and We will have no further obligations to You under the Agreement.

3.11 If the Provider fails to respond to Us or to You within 8 weeks of Our communication, You may have certain options including to issue a formal complaint to the FOS, FSCS or any other relevant statutory ombudsman or scheme. Where We believe your Claim has merit and it is in Your best interests to escalate Your Claim in these circumstances, We will do so on Your behalf upon receiving Your instructions to do so..

3.12 Where Your Claim has been rejected by the Provider and We believe it has merit and in Your best interests, We will seek Your instructions and agreement to refer Your Claim to the FOS, FSCS or any other relevant statutory ombudsman or scheme.

4. YOUR ACTIONS

4.1 You agree to co-operate with Us at all times in respect of Your Claim.

4.2 You agree to provide Us with all appropriate and available information and documentation relating to Your Claim as soon as possible. Such information may relate to Your financial circumstances, vehicle details, recollections of the sale of the product and where necessary, health information. Documentation which may be required are; suitability reports, finance agreements, bank statements, product documentation, proof of identity and residential documentation. This is not an exhaustive list.

4.3 You agree to provide Us with information which is truthful and accurate, to the best of Your knowledge and belief.

4.4 You authorise Us to act on Your behalf and as Your representative to take the action set out in these Terms and Conditions.

4.5 You also authorise Us to carry out the following actions on Your behalf:

- request appropriate further information from the Provider relating to Your Claim;
- with Your consent settle the Claim;
- with Your consent give binding commitments on Your behalf that You will not bring any further complaints relating to the Claim following settlement and release the Provider from any obligations or liabilities to You relating to the Claim;
- withdraw Your Claim, at our absolute discretion, in the event that the Provider provides Us with evidence that the Claim duplicates a Claim made by You or on Your behalf other than through Us; and
- take any other actions which We are reasonably required to do in relation to the above.

4.6 You agree to provide any further information, documents or questionnaires that may be necessary for Us to progress Your Claim as soon as possible on request.

4.7 You agree to notify Us promptly of any direct communications that You may have with the Provider regarding the progress of Your Claim (which may include telephone calls, receipt of statements, Settlement Amount offers or rejections) and forward any paperwork connected with this to Us as soon as possible if We request it. (Please note that if You fail to advise Us of any communication from the Provider, You may impede the progress of Your Claim and we may terminate the Agreement with Fees payable as detailed in Clause 6).

4.8 You agree that You will not accept any settlement that is communicated directly to You by the Provider unless agreed in writing in advance with Us.

4.9 You will notify Us promptly upon becoming aware of any changes in Your circumstances or of any documents not provided to Us which could affect the Claim. This includes, but is not limited to, any arrears, the issue of a default notice, a petition for a County Court Judgement or bankruptcy claim. In these circumstances, We reserve the right to terminate the Agreement in accordance with Clause 6.

4.10 You acknowledge that settlement of Your Claim may result in the termination of Your finance agreement.

4.11 You agree to pay Our Fee due as a result of a successful Claim.

5. OUR FEES AND HOW YOU PAY US

5.1 Where Your claim is successful, the Fees we charge are in line with the FCA Fee Cap for Financial Product and Service Claims and represents fair price and value in accordance with the Consumer Duty. Furthermore, pursuant to Section 3(c) of The Damages-Based Agreement Regulations 2013, We must specify the reason for setting the amount of our Fees at the level agreed, those being:

- the risk that the Provider will raise unforeseen issues in responding to the Claim;
- the fact that the Provider is well resourced and may contest Your Claim;
- the factual complexity of the Claim in certain circumstances;
- the likely delay in receipt of Our Fees;
- it would not be economically feasible for Us to pursue Your Claim without having the ability to charge a success fee at this level; and
- the risk that Your Claim in not successful, whereupon We will not recover any payment for the time spent by Us (subject to Clauses 6.2 and 6.3).

5.2 Our Fees will be calculated based on the Settlement Amount (as defined in Clause 1 and which is gross of any tax You are liable to pay) in accordance with the table below. Our Fee is a percentage of the Settlement Amount or the maximum total Fee, whichever is the lower amount and includes expenses. The Fee illustration is not to be taken as an estimate of the amount likely to be recovered but only to be used as a guide to the level of Our Fee. The amount You pay may be more or less than these examples.

Redress Band	Consumer Compensation		Our Fee % Including VAT	Maximum total Fee (£) including VAT
	Lower (£)	Upper (£)		
1	£1	£1,499	36%	£504
2	£1,500	£9,999	33.60%	£3,000
3	£10,000	£24,999	30%	£6,000
4	£25,000	£49,999	24%	£9,000
5	£50,000	N/A	18%	£12,000

For example, if You are awarded £2,000, Our Fee will be 33.60% including VAT (£672 (including VAT of £112)) and You will retain £1,328. If Our percentage will exceed the maximum total Fee allowable, then You will not be charged more than the maximum. For example, if You are awarded £9,999, Our Fee will be £3,000 including VAT and You will retain £6,999. The amount You receive may be more or less than these examples and so the Fee may be more or less than the amounts of £672 or £3,000 shown in the illustrations.

Please note that You are responsible for ensuring that any tax due by You from Your Claim is declared to His Majesty's Revenue & Customs.

5.3 If you have arrears or outstanding liabilities on your finance then the Provider may use the Settlement Amount to pay those before making any payment to You. In this case You will still be required to pay Our Fees and where necessary You will need to do so from Your own funds.

5.4 In the event that you are or have previously been subject to a Trust Deed, IVA, Bankruptcy, Sequestration, DRO or other debt solution, you should be aware that the Settlement Amount may be used to pay your creditors and You will still be required to pay Our Fee.

5.5 We will issue an invoice and send it to You as soon as possible following the earliest date on which We become aware that You have agreed that the Provider is to pay You, or the Provider is otherwise obligated to pay You, a Settlement Amount and said invoice will become payable in accordance with Clause 5.6 and Clause 5.7 (for the avoidance of doubt, You shall only be liable for our Fees when the Provider has paid or credited the Settlement Amount).

5.6 Where We operate a Client Account, you agree that the Provider is to make payment of the Settlement Amount directly to Us and this will be paid into our Client Account. We will deduct Our Fee and make payment of the balance to You within 2 business days of receipt by Us.

5.7 You must settle Our invoice within 14 days of it being issued if:

- You receive (or have received) the Settlement Amount directly from the Provider in cash or cleared funds; or
- The Provider credits (or has credited) the Settlement Amount towards any outstanding liabilities to which You owe the Provider.

5.8 Where the Provider pays some or all of the Settlement Amount directly to You or the Provider reduces any of Your account balances or outstanding debts in payment of the Settlement Amount:

- You will notify Us of such payment or reduction within a reasonable time of You becoming aware of it; and
- We will notify You of such a payment or reduction within a reasonable time of Us becoming aware of it, should We become aware of it before We have been notified by You.

5.9 You agree that We can deduct the Fees from Your credit/debit card where You have provided Us with those details for the purpose of payment of Our Fees.

5.10 Once You have settled Your invoice in full, in respect of all active Claims Our responsibilities and obligations to You in connection with this Agreement will cease.

5.11 Subject to clause 6.2 and clause 6.3, if We submit a Claim on Your behalf but no Settlement Amount is paid or credited to You by the Provider in respect of that Claim, You will not be required to pay any Fee to Us.

5.12 You may terminate this agreement at any time but if You do so after We have submitted a Claim to the Provider and You go on to recover any monies from the Provider, We have the right to charge Our Fees calculated in accordance with Clause 5.2.

5.13 If You become liable under the preceding clause for Fees calculated in accordance with Clause 5.2. but have already paid the sums due pursuant to Clause 6.2, You shall be liable to Us for the difference.

5.14 If You recover any monies from the Provider after termination You must immediately write to Us and inform Us of that fact.

5.15 In respect of any unpaid invoices, We may at Our discretion:

- commence debt collection proceedings to recover the amount due; and/or
- charge simple interest on the amount unpaid at the rate of 8% per annum; and add to the amount reasonable costs incurred in seeking to recover Our Fee from You.

6. TERMINATION

6.1 You have a right to cancel this Agreement within 14 days from the date You sign these Terms and Conditions, in which case You will have no obligation to pay Us any Fees. You may cancel at any time during this period by completing the cancellation form included in Your pack, or by notifying Us by letter, telephone, email, or in person.

6.2 You can terminate this Agreement at any time outside of the 14-day cooling off period referred to above. We reserve the right to charge You a reasonable and proportionate Fee based on the work carried out in relation to Your Claim at a rate of £80 plus VAT (i.e. £96).

6.3 We may terminate this Agreement and We reserve the right to charge You a reasonable Fee based on the work carried out in relation to Your Claim at a rate of £80 plus VAT (i.e. £96) If any of the following events occur:

6.3.1 We become aware that You are pursuing Your Claim independently;

6.3.2 You provide Us with any information which is untrue;

6.3.3 You knowingly submit any frivolous or vexatious Claims;

6.3.4 You fail to respond to Our reasonable requests for information to support Your Claim; or

6.3.5 You fail to remedy a breach of this Agreement within 28 days of Us asking You to do so.

6.4 By reference to the facts and circumstances of Claims of this kind, we would typically expect to spend around 2.25 hours on a claim of this type. Typically, in the scenarios set out in Clauses 6.2 and 6.3 (above) we would therefore expect customers to pay £180 (plus VAT) (i.e. £216 at the prevailing VAT rate). You may have to pay more or less than this estimate depending on the facts and circumstances of your specific Claim and when termination takes place.

6.5 We may terminate the Agreement without charge If any of the following events occur:

6.5.1 We reasonably consider that the process of pursuing Your Claim has become abnormally delayed or time consuming;

6.5.2 We become aware that Your Claim is unlikely to succeed; or

6.5.3 You enter into any bankruptcy proceedings including an individual voluntary arrangement with Your creditors.

6.6 If We are in breach of Our obligations under this Agreement You can cancel this Agreement at any time without having to pay a Fee.

7. LIMITATIONS ON OUR SERVICES AND LIABILITY

1 Where the Provider makes an offer of a Settlement Amount and the Provider has failed to furnish Us with the appropriate information despite Our reasonable efforts to obtain the same, We are under no obligation to verify the calculation of the amount other than to confirm that the offer of a Settlement Amount has been calculated by the Provider as required under the process rules of the FCA,FOS,FSCS or any other relevant statutory ombudsman or scheme.

7.2 If any form of tax is payable by You or on Your behalf in relation to the Settlement Amount (such as income tax which is payable by You in respect of the interest paid to You as part of the Settlement Amount), You shall be fully responsible for such payment and We shall have no responsibility to make such payment on Your behalf.

7.3 We shall have no liability to You for any loss to the extent it arises as a result of the information provided by You on Your Letter of Authority being inaccurate, incomplete or misleading to the fullest extent permitted by law.

7.4 Nothing in the Agreement shall exclude or limit any liability of Ours which may not be legally excluded or limited.

8. CHANGES TO THE AGREEMENT

8.1 We may make changes to the Agreement, including introducing new Fees and charges and making changes to the basis on which We charge for providing services, by giving You Personal Notice.

8.2 We may be required to make changes to the Agreement in order to comply with the law and/or requirements of the FCA and/or FOS, and if We do, We will give You Personal Notice.

8.3 Where We make any change under clause 8.1 or 8.2 the change will be proportionate to an underlying reason for the change.

8.4 When We give You notice of a change We intend to make in accordance with:

8.4.1 clause 8.1, before the change takes effect You may end the Agreement by giving Us no less than 10 Working Days notice in writing at no charge to You; or;
8.4.2 clause 8.2, before the change takes effect You may end the Agreement by giving Us no less than 10 Working Days notice in writing and We reserve the right to charge a reasonable and proportionate Fee based on the work carried out in relation to Your Claim at a rate of £80 plus VAT per.
8.5 If You do not tell Us that You want to end the Agreement and if We do not hear from You as described in clause 8.4 before the date each change is to take effect, then You will be deemed to have accepted the change and it will take effect automatically.

9. PERSONAL DETAILS AND STATEMENT OF DATA PROTECTION

9.1 We recommend that You read this statement carefully as it defines the use of personal information, We obtain about You and how the information is used.
9.2 We confirm that all personal information supplied by You will not be passed on to anyone other than:
9.2.1 as required by law, court orders or as requested by any government or law enforcement authority;
9.2.2 associated companies as set out in clause 9.3; and
9.2.3 any company or other entity to which We may either transfer or subcontract any or all of Our obligations to You under this Agreement.
9.3 We may use Your personal information only if You have freely given Us, specific, informed consent to contact You to provide You with details of other products and services which We think may be of interest to You. Contact could include services or products offered by Our associated companies or selected third parties where you have consented to this. We may share personal information with these associated companies and selected third parties and they may contact You directly to provide You with details of such products and services. You may let Us know if You do not want Us to disclose Your personal information as set out in this clause or if You wish to amend the way We communicate with You by using the contact details in clause 10. Further details of how We process personal data can be found in Our Privacy Policy available on request or via Our website.
9.4 If You have chosen to receive information by e-mail please be aware You are solely responsible for the security of Your personal computer and every reasonable precaution must be taken to ensure no unwanted access to the information is allowed. If You feel that someone has accessed the information We have sent You or Your computer is lost or stolen please contact Us immediately.
9.5 You can contact Us at any time by writing to the Data Protection Manager at the above address for any information You require and also if You would like copies of any or all personal information We hold about You. Please be aware that We may record and monitor Your calls for regulatory reasons and to maintain or improve Our services.

10. COMPLAINTS

10.1 You can submit a complaint to us in one the following ways:
Write to us at: 19 Spring Gardens, Manchester, M2 1FB
By email: complaints@mis-soldexpert.co.uk
By telephone: 0161 5678822
Or in person by visiting our premises (address detailed above).
10.2 We will send you a written acknowledgement with a copy of our complaints procedure promptly and in any event within 5 business days.
10.3 If we haven't resolved Your complaint within 8 weeks of receipt or You are not satisfied with our response You can refer it to the Claims Management Ombudsman, whose contact details are:
Exchange Tower, Harbour Exchange, London, E14 9SRG
www.cmc.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Tel: 0800 023 4567
10.4 If you believe we have breached our Data Protection Warranties, you have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance as above.

11. GENERAL TERMS

11.1 By giving You Personal Notice We may transfer Our rights and obligations under this Agreement. Your rights under the Agreement will not be reduced as a result of such a transfer.
11.2 VAT has been calculated at the prevailing rate of 20%: if the VAT rate is changed our Fee will increase or decrease accordingly.
11.3 You may not transfer Your rights and obligations under this Agreement unless We agree in writing.
11.4 This Agreement is between You and Us. No other party shall have any rights to enforce its terms.
11.5 Each clause in this Agreement operates separately. If any court or relevant authority decides that any clause is unlawful the remaining clauses will stay with full force and effect.
11.6 If We fail to insist that You perform any of Your obligations under this Contract or if We do not enforce Our rights against You or if We delay in doing so, that does not mean that We have waived Our rights against You and will not mean that You do not have to comply with this Agreement. If We do waive a default by You, that does not mean that We will automatically waive a later default by You.
11.7 If any event beyond Our reasonable control prevents or hinders Us from performing Our obligations under this Agreement We shall not be deemed to have breached this Agreement.
11.8 The Agreement will be governed by English law, and each party submits to the non-exclusive jurisdiction of the courts of England and Wales. However, if You are resident in Northern Ireland or Scotland, You may also bring proceedings in Northern Ireland or Scotland.

12. ACCEPTANCE.

I/We have read and understand the summary document, customer declaration and terms and conditions and agree to enter into this contract with Mis-sold Expert on the above terms.

Signed:

Print:

Date:

Mis-sold Expert is a Claims Management Company (CMC). You can claim for free, without using the services of CMC, first to your finance provider and then to the FOS. The FCA has introduced a free to use Consumer Redress Scheme which you will be able to use without a CMC.

Cancellation Form

NOTICE: Please keep this for Your records. Return it ONLY if You wish to cancel.

To Mis-sold Expert,
19 Spring Gardens, Manchester, M2 1FB
EMAIL: Cancellation@mis-soldexpert.co.uk

I/We hereby give notice that I/We cancel my/Our contract for the supply of the following service:

Reclamation of mis-sold Car Finance.

Name(s):

Address(s):

Client ID:

Date:

Signature: