

## Terms and Conditions

### 1. Definitions

The following definitions shall apply in this Agreement, unless the context requires otherwise, the following words shall have the meanings set out against them

'client' means the client of the company

'compensation' means all monies that are recovered by the company and or the companies appointed solicitor, from the third party including but not limited to write off of debt, distress compensation, shortfall compensation and all related damages agreed or awarded either based on the original offer made by the third party or if such offer is revised after an appeal, revised figure if it is higher than the original offer, payments in reduction of the client's mortgage or loan payments in respect of distress or inconvenience, recoverable premiums and any other recoverable monies paid to the client by the third party including interest.

'company' means Tyler Morgan Claims Ltd

'contract' means a signed letter of engagement between the client and the company relating to the supply of services incorporating these terms and conditions.

'services' means all or any of the services as specified within the contract.

'third party' means any person firm or company that provided a loan, a mortgage or provided an insurance policy that is in part or whole the subject of this claim.

'VAT' means value added tax at the prevailing rate.

'insurance' means an after the event insurance policy that is taken out to cover the client against insurable losses that may be incurred by the client in the event of the failure of this action.

### 2. Duration

The contract shall commence on the date on which the client's signed contract has been received by the company and unless earlier terminated as provided below shall continue until:

- 2.1 Compensation is recovered for the client by the company and the service charges are paid by the client; or
- 2.2 The company advises the client in writing that it is unable to recover compensation; or
- 2.3 The company exercises its right not to pursue a claim for compensation but this is without prejudice to any rights the client may have to make a claim.

### 3. Services

The company agrees with the client:

- 3.1 That it will use its reasonable endeavours to pursue an application for compensation from the third party on behalf of the client where the company believes that the claim has merits;
- 3.2 To notify the client promptly and in writing if it decides that it will not pursue an application for compensation;
- 3.3 To keep the client informed in writing of the progress of the claim;
- 3.4 That it will not seek to recover its service charge should the application to the third party for compensation prove unsuccessful;
- 3.5 To act in the best interests of the client at all times;
- 3.6 That in the event that the client/s do not have an alternative means of insuring against the failure of the case and adverse costs that it will ensure that an after the event insurance policy for the protection and benefit of the client is in force and remains in force for the duration of the claim.

### 4. Charges

The company's service charges are those referred to in the contract. The liability for the client to pay the service charges and any other charges that may be payable by the client under these terms and conditions is joint and several.

Our invoice is subject to VAT at the current rate where applicable and therefore any changes in the rate of VAT or the imposition of any other form of taxation will be reflected in our charges.

### 5. General obligations of The Client

The client agrees with the company:

- 5.1 To provide promptly all such information as the company may from time to time reasonably request;
- 5.2 To ensure all information sent to the company is accurate, not misleading and shall not contain any relevant omissions
- 5.3 To authorise the company to act on its behalf to contact the third party or such other persons, firms or companies as the company considers necessary to perform the services and to authorise the release of any such information as the company deems appropriate;

- 5.4 To authorise the company to negotiate on the merits of the clients claim;
- 5.5 That the company may accept the offer of compensation on behalf of the client and the client will complete the acceptance form.
- 5.6 To accept these terms and conditions as binding on the client and to be responsible to the company for any breach including payment of service charges;
- 5.7 Not to appoint any other person, firm or company to provide the services;
- 5.8 To immediately copy to the company any correspondence it receives from the third party or any other contact regarding the claim;
- 5.9 To promptly notify the company of the full names of all joint applicants for the mortgages, loans and policy holders that are parties to this claim.
- 5.10 To provide the company with details of any Legal Expenses cover that the client may hold that may provide insurance cover for the protection of the client in the event of the failure of the claim.

### 6. Performance

The company shall not be liable for any loss, damage or expense arising from any delay in the performance of any services caused by circumstances beyond our control, nor shall any such delay entitle the client to repudiate the contract.

### 7. Liability

We will provide our services with reasonable skill and care.

The liability of the company to the client in contract, tort (including negligence for breach of statutory duty) or otherwise howsoever under or in connection with the contract shall be limited:

For death or personal injury resulting from the company's negligence, no limit shall apply:

We are not liable for any loss or damage arising from our breach of this contract except where such losses could have been reasonably foreseen by you and us at the time of entering the contract. We are not liable for indirect losses which could happen as a side effect of the main loss or damage which are not foreseeable by you and us.

### 8. Termination

The company shall have the right to terminate the contract by providing a clear statement (e.g. a letter sent by post, fax or e-mail) You may use the attached cancellation form found on the complaints procedure section of this document (see after 21 below).

There occurs any material breach by the client of any term of the contract which is irremediable or if remediable is not remedied to the company's satisfaction within 15 days of a written notice by the company specifying the breach and requiring it to be remedied; or

The client does not follow any recommendations of the company.

The client shall have the right to terminate the contract by giving written notice to the company within 14 days of signing the contract.

### 9. Force Majeure

The company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control and the time for performance shall be extended by the period of any such delay.

### 10. Confidentiality

The subject matter of the contract and any information acquired by either the company and the client pursuant to the contract is confidential and save in accordance with the company's privacy policy neither the company nor the client shall, without prior written consent of the other party make any use or disclosure thereof except for the purposes of the contract save to the extent such information is or becomes publicly available otherwise than in breach of the foregoing obligations.

## **11. Data Protection Policy**

- 12.1 All data is held in accordance with the provisions of the Data Protection Act 1998.
- 12.2 The company agrees to comply with any request from the client for a copy of the personal data that it holds subject to any exemptions that may apply from time to time. The company charges an administration fee for the administration costs of providing this information.
- 12.3 The company further agrees to correct any inaccuracies in any personal data held at the request of the client.
- 12.4 By your acceptance of this policy and unless and until we receive written instruction to the contrary, you agree that we may share your personal information with banks, Financial Advisers or other relevant financial institutions and to affiliates, associated companies or service partners for the purposes of assisting you with your claim in respect of your actual or projected losses or for other financial/insurance matters or to any other firm, person or company that we believe may be of similar assistance to you. Except as explicitly stated in this Policy, we do not disclose to any third party the information provided.
- 12.5 The client acknowledges and agrees that its personal data may be submitted to a credit reference agency and processed on behalf of the company in connection with the services.

## **12. Misleading Information**

If you provide us with misleading information, we may agree to pursue your claim when otherwise we would not have. If we later discover that you have provided us with misleading information then this contract will come to an end, and you will be liable to pay the reasonable cost of work undertaken on your behalf.

## **13. Complaints**

The company Complaints procedure is supplied as an annexe to the Terms and Conditions and is amended from time to time in line with the requirements of legislation, the copy supplied to the client at the date of this contract shall be deemed to be the procedure that will be in force for the duration of the contract, unless both the client and the company agree in writing that an alternative version should replace the procedure then in force, in such instances the new agreement will come into force from the date of the agreement to replace the procedure and will remain in force for the duration of the contract, unless superseded by a further agreement under the same terms. Both the Company and the Client agree to be bound by the terms of the Complaints Procedure.

## **14. Assignment and Sub-contracting**

The company reserves the right to assign the contract and all rights under it and to sub-contract to others all or any of its obligations. This contract is personal to the client and is not assignable except to the personal representatives of the client

## **15. Rights of Third Parties**

The company and any person to whom the company assigns the contract and the client shall acquire enforceable rights under or in connection with the contract. Subject to the foregoing, a person who is not a party to this contract will have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce the contract.

## **16. Entire Agreement**

We intend to rely upon the written terms set out in this contract. Should we have a subsequent dispute about what we have agreed the law will give preference to written terms over terms agreed by word of mouth. Therefore, if you require any changes to be made to the terms contained in this contract, please make sure that you ask for these to be put in writing.

## **17. Notices**

Any notice to be given in accordance with the contract and these terms and conditions must be in writing.

## **18. Severability**

If any provision of this contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the contract and the remainder of the affected provisions shall continue to be valid.

## **19. Variations**

No variation to these conditions shall be binding unless agreed in writing between the company and the client.

## **20. Waiver**

No failure or delay in exercising any of the company's rights shall constitute a waiver of the same or any other of its rights.

## **21. Headings**

Headings are included in this agreement for ease of reference only and shall not affect interpretation or construction.

## **22. Law and Jurisdiction**

The law applicable to this contract shall be English law and the parties consent to the jurisdiction of the English and Welsh courts in all matters affecting this contract.

**CANCELLATION FORM**

**To: Tyler Morgan Claims Ltd, Phoenix House, 9 Pike Hills Mount,  
Copmanthorpe, York, YO23 3UU Tel 01904 701761 Fax 0845 833 1519  
[info@tylermorgan.co.uk](mailto:info@tylermorgan.co.uk)**

**I/We hereby give notice that I/We cancel my/our contract for the  
supply of a Claims Management service.**

**Ordered on**

**Name/Names of Client (s)**

**Address**

**Signature(s)**

**Dated**

**This form can be sent by Fax, e-mail or post and we suggest that you  
keep a copy of it. If it is likely that this form may possibly arrive more  
than 14 after entered into we suggest that you telephone us to advise  
that it has been posted to us.**