



TERMS AND CONDITIONS

IMPORTANT NOTICE:

Please read these terms and conditions thoroughly, as they form part of a legally binding contract which means once you have signed our Letter of Authority you are bound by these terms and conditions. The terms and conditions work effectively with the help of legal terminology.

Below is a glossary to help you locate definitions for terms that you might be uncertain about, as this can help your decision making.

Definitions:

In these Conditions, the following words have the meanings set out below:

Eligibility Process: Means the form completed by us based on information provided by you in relation to the Product we are offering.

Contract: Means any contract between us and you for the provision of the Services, which comprise these Conditions.

Letter of Authority: Means the letter provided by us to you in accordance with Condition 1.3.

Financial Product: Means a credit card, secured or unsecured loan, mortgage supplied by the lender that is the subject of the services.

Lender: Means the company which supplied the product that is the subject of the Services.

Services: Means the Negotiation and Other Services to be provided by us to you, including but not limited to, the completion and review of the eligibility process, submission to lender to approve the proposal of repayment and all requests for appropriate documentation from the lender.

We/Us /Our Means: First Credit Advice Limited, Queens Court 9-17 Eastern Road Romford RM1 3NG.

You /Your Means: The person(s) who purchases the services from us under the contract as detailed in the Client contract.



1 Application of Conditions:

1.1 We will complete our eligibility process based on information provided by you to us. We will then carry out an evaluation to assess which debt solution is most suitable to you.

1.2 We will inform you of the outcome of the in-house process.

1.3 If you do want to proceed either we will send you a Letter of Authority for you to sign.

1.4 Your signature on the Letter of Authority constitutes your acceptance of our offer to provide the Services to you, at which point the Contract will be formed, subject to these Conditions.

1.5 Your signature on the Letter of Authority constitutes your confirmation that prior to accepting any Fees from you:

1.5.1 We have not contacted you regarding our services in an unsolicited manner including any form of “cold calling”.

1.5.2 We have adequately explained, and you fully understand and accept the risks of claiming.

1.5.3 We have clearly and sufficiently provided you with information about the services we provide.

1.5.4 We have clearly and sufficiently provided you with Information about the procedures we will follow.

1.5.5 We have provided you with these terms and conditions which form part of a Contract and have explained that you may cancel your Contract within 14 days and obtain a full refund subject to our refund policy.

1.5.6 We have clearly and sufficiently explained our charges and all other costs you may have to pay.

1.5.7 We have advised how you can complain about us, in the event that you maybe unsatisfied with our services.

1.5.8 We have advised you of your right to seek further advice and to shop around to see if other products in the marketplace better suit your needs.

2 FEES:

2.1 Our charges for negotiating agreements with your lenders are subjected into three categories: -

2.1.1 For the outstanding balance between £500-£1500: £200.00 plus VAT per debt.

2.1.2 For the outstanding balance between £1501-£9,999: £300.00 plus VAT per debt.

2.1.3 For the outstanding balance £10,000 and £25,000.00: £500.00 plus VAT per debt.

2.1.4 For the outstanding balance £25,000 and more: £1,000.00 plus VAT per debt.

2.1.5 We will charge you £300.00 plus VAT to deal with one default case against your lender.



- 2.1.6 We will charge you £500.00 plus VAT to deal with one CCJ case against you.
- 2.1.7 We will charge you £250.00 plus VAT to deal with any other matter related to debt or credit history rectification.

2.2 Periodical Reviews: We shall conduct periodical reviews of your financial circumstances for the following reasons:

- 2.2.1 In order to ensure that you receive appropriate advice that has regard to your best interest that your debt solution continue to be suitable to your individual needs
- 2.2.2 And that the information provided to lender remains accurate and realistic.

2.3 Our Offer to You:

- 2.3.1 We offer you a free first bi-annual and annual review with all your creditors. (Provided that you do not stop making payments against the proposed repayment plan without informing us)
- 2.3.2 If we have to reschedule or restructure your payment plan during one-year time we will not charge you any amount.
- 2.3.3 However, if we have to restructure or reschedule your payment plan after first free annual review you will be charged flat £100.00 for every case.

3 CANCELLATION

Cancellation by you:

- 3.1 You may cancel the Contract at any time by writing to us.
- 3.2 If you acquired our services online, over the phone or by mail-order you have the full right to cancel this Agreement within 14 calendar days of signing this Agreement by writing to First Credit Advice Limited.
 - 3.2.1 If the Agreement is rescinded within 14 Calendar days of signing the Agreement, you will be entitled to a full refund of any fees/payment made to First Credit Advice Limited.
 - 3.2.2 If the Agreement is rescinded within 14 Calendar days of signing the Agreement, however, substantial work has already been carried out against your agreement, we shall deduct a reasonable charge for the work already carried out. First Credit Advice Limited will immediately cease working on your matter and no further work will be undertaken.
- 3.3 If you physically visited our office to arrange the service, you will not get this cooling-off period.



3.4 If you cancel the contract more than fourteen (14) days after the date on which you signed the Letter of Authority, admin/institution fees paid are non-refundable.

Cancellation by us:

3.5 We may cancel the Contract at any time by giving written notice to you in the circumstances set out in conditions 3.5, 3.6 and 3.7.

3.6 If we reasonably believe that any information which you have provided to us is fundamentally incorrect and/or inaccurate, whether or not it has been provided honestly or otherwise.

3.7 If you are, or you propose to become, the subject of a bankruptcy petition or order, or upon your death or mental incapacity.

3.8 If you directly accept any form of settlement offer from the bank/lender.

4 PROVISIONS OF THE SERVICE

4.1 The Services will be provided by us to you, include but not limited to, the completion and review of the eligibility process, providing you with best possible solution against your debts, submission to lender to approve the proposal of repayment and all requests for appropriate documentation from the lender.

4.2 For the IVA and Debt Management cases our associated IVA Company will request all the relevant documents from the client. On receipt of which, the company then will carry out a full assessment and carry out further proceedings.

5 YOUR OBLIGATIONS

5.1 You shall:

5.1.1 Cooperate with us and all of our reasonable requests in all matters relating to the services.

5.1.2 Provide us with such information as we may reasonably request from time to time in order to carry out the services in a timely and professional manner.

5.1.3 Ensure that all information provided to us is accurate and does not contain any material omissions.



6 LIABILITIES

- 6.1 Nothing in these Conditions excludes or limits our liability for death or personal Injury caused by our negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 6.2 You acknowledge that we can only process cases that have been approved in Principle and cannot guarantee the success of any claim.
- 6.3 You acknowledge that information which we collect from you is for the purposes of providing the services and will not be used for investment, mortgage or advice.
- 6.4 Before negotiations with any lender that you currently have any product with, it is recommended that you have alternative arrangements in place should the provider choose to withdraw the product.
- 6.5 We shall not be liable for failure to comply with our obligations under the Contract due to an event which is beyond our reasonable control and will Endeavour to provide the services within a reasonable period of time.

7 USE OF YOUR INFORMATION

- 7.1 We will comply with our GDPR Policy when dealing with sensitive informaion.
- 7.2 You consent to us passing on your personal details to the Provider our authorized agents and other third parties.
- 7.3 If you want to know exactly what personal information, we hold about you, you have the right to obtain it. If it transpires that the information held is inaccurate, we will make the necessary amendments and confirm to you that these have been made.
- 7.4 To obtain a copy of the personal information held by us, please write to Data Protection Officer at First Credit Advice Limited, Queens Court 9-17 Eastern Road Romford, RM1 3NG. Please note that a small non-refundable fee will be payable.
- 7.5 We may send you updates and information in relation to us and our products and services, and other companies' products and services. You have the right to ask us not to use your information for such purposes and you can exercise your right to prevent this by indicating this when we collect the information. You can also exercise this right at any time by contacting us in writing.



8 COMPLAINTS

We shall investigate the complaint according to the Complaints-Handling Rules 2006 and try to resolve complaints at the earliest opportunity within eight weeks of the date when the complaint was received. We shall keep you reasonably informed about the progress of your complaint.

8.1 Time Scale for the Complaint: We may decline to consider a complaint that is made more than six years after the occurrence or three years after the complainant became aware of the cause of the complaint.

8.2 Complaint Handlers: All the Complaints will be addressed directly to the Director of the company who will assign the complaint to relevant department for the investigation. The complaint must be sent to the following address;

Director
First Credit Advice Limited
Queens Court 9-17 Eastern Road
Romford RM1 3NG

Or email it to faisal@fcal.co.uk

8.3 Receiving the Complaint: Whenever we will receive a complaint, by any mean (letter, telephone, email or in-person) we shall acknowledge it within five working days and will give the complaint a tracking number.

8.4 Responding to Complaint: We shall investigate the complaint according to the Complaints-Handling Rules 2006 and will give our reply within four weeks of the receipt of the complaint which may include:

8.4.1 A final response

8.4.2 A holding response, which explains why we are not yet in a position to resolve the complaint and indicates when we will give the final response (it will be with in eight weeks of the receipt of complaint).

By the end of eight weeks period we shall send either;

8.4.3 Summary of the complaint, setting out the outcome of our investigation and final view on the issues rose.

8.4.4 Explanation, if business is still unable to make a final response with reasons for further delays and expected date of the outcome.

8.4.5 Say, whether we acknowledge there has been any fault on the part of our business, the details of any offer we are making to settle the complaint.



8.4.6 We shall enclose the Enclose FOS leaflet with final response which will tell you about your right to refer the dispute to the Financial Ombudsman Service within six months, if you are unhappy with our response. Their contact details are as follow:

Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 03001239123
Email: complaint.info@financial-ombudsman.org.uk
Website: [www. financial-ombudsman.org](http://www.financial-ombudsman.org)

8.5 Record Keeping: We shall maintain records, and provide to the Regulator, on request, details of all complaints handled under these rules.

9 GENERAL

9.1 You may not transfer or assign the Contract, without our written consent. We may transfer our rights or obligations under the contract, with your written consent.

9.2 Any notice to be given under the Contract by either party to the other must be in writing and be served by post to the address of the other party given in the client contract. Service of the written notice is deemed to be immediate to the date of posting.

9.3 These Conditions are governed by English law and the parties agree to submit to the jurisdiction of the English courts.