

Terms & Conditions

DTB Investments Limited

This sets out the terms and conditions of our no win no fee agreement. If anything in this agreement is unclear or needs further explanation please let us know immediately.

1. Definitions

- 'client' means the client of the company.
- 'compensation' means all monies that are recovered by the company from the third party including but not limited to, bank charges, payment protection insurance, endowment compensation, bank charges, SERPS compensation and investment compensation 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 respect of distress or inconvenience, and any other recoverable costs or monies paid to the client by the third party including interest.
- 'company' means DTB Investments Limited.
- 'contract' means the signed Fee Agreement 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 in the contract.
- 'third party' means any person, firm or company that deducted charges from the account in question.
- 'VAT' means value added tax at the then prevailing rate.

2. What DTB Investments Limited will do for you

- 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. To notify the client promptly and in writing if it decides that it will not pursue an application for compensation.
- That it will not seek to recover its service charge should the application to the third party for compensation prove unsuccessful.
- Offer our service on a no-win no-fee basis.
- We will correspond with the third party on your behalf, although occasionally we may need you to sign/complete certain documentation.
- We will evaluate the compensation offered to you and let you know if we think the sum put forward is fair. This will be done in writing.
- We will handle complaints made about our own service fairly and promptly, in line with our regulators guidelines.
- At our discretion we will pursue your claim through the Financial Services Ombudsman, or the law courts, if appropriate.

3. What DTB Investments Limited will not do

- We will not advise you to pursue a claim, which in our opinion has no chance of success.
- We will not give you financial advice.
- The company makes no representation or warranty to the Client that compensation will be obtained or is in any way guaranteed.

4. What we expect from you

- To be open and honest in response to our queries.
- To provide us with all relevant information we request so that we can pursue your claim.
- To ensure that all information sent to the company is accurate, not misleading and shall not contain any relevant omissions.
- To provide us with authority to request all information and enter into all negotiations on your behalf on an exclusive basis.
- To authorise the company to act on your 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.
- When an offer for compensation is obtained from the third party on behalf of the client which in the opinion of the company is fair and reasonable one and that offer is rejected by the client then the company reserves the right to charge a fee not exceeding the amount of the service charge which would have been payable in the event that the client accepted the offer in line with the company's advice.

- To authorise the company to negotiate on the merits of the client's claim.
- To authorise the company to accept the claim for compensation on behalf of the client.
- To accept these terms and conditions as binding on the client and to be responsible to the company for any breach.
- Not to appoint any other person firm or company to provide the services.
- Not to carry out the services personally including for this purpose having contact with the Financial Ombudsman Service.
- To immediately copy to the company any correspondence it receives from the third party.
- To promptly notify the company of the full names of all joint policyholders or account holders.
- To promptly pay our fee no later than 10 days after you receive your compensation or if you have no intention of accepting the offer and we recommend that you do so, 10 days after our recommendation.

5. Charges

- The company's service charges are those referred to in the fee agreement. 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.

6. Our Fees

- You will pay our fee within 10 days of receipt of your compensation. All sums due from the client which are not paid on the due date (without prejudice to the rights of the company under this contract) shall bear interest from day to day at the annual rate of 1% over the Bank of England base rate.
- 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 fee is 25% of the compensation award plus VAT at the prevailing rate at the time, subject to a minimum fee of £50 although no fee is payable if your claim is unsuccessful.
- for example, if you are awarded £1000 our fee will be £250 + £43.75 = £293.75

7. Debt Recovery

- In the event the company takes steps to recover any service charges due and unpaid by the client to the company, the client shall pay to the company a recovery fee of £100 plus VAT.
- Failure on the part of the client to make punctual payments of all sums due to the company under the terms of this contract will result in interest being added.
- The client undertakes that it will at all times keep the company indemnified against all costs and expenses incurred by the company, including but not limited to, Court fees, interest and administrative fees in recovering from the client any service charges due and unpaid from the client to the company.

8. 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:
- compensation is recovered for the client by the company; or
- the company advises the client that it is unable to recover compensation, or
- 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.

9. Cancelling this agreement

- We, DTB Investments Limited, can cancel this agreement at any time and no fee will be payable by you if:-
- we think there are no grounds for a complaint or
- we think your claim is unlikely to succeed.
- the company shall have the right to terminate the contract by giving written notice to the client and at any time to immediately terminate the contract if:
- 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 is adjudicated bankrupt; 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. In the event that the client terminates the contract after 14 days the company reserve the right to make a cancellation charge which will reflect the work undertaken by us in pursuit of your claim. Naturally this could be anything up to our full fee plus VAT at the time or if we have received an acceptance of liability or an offer of compensation a charge of the greater of £199 plus VAT at the time or 25% plus VAT at the time.
- cancellation of the agreement must be done in writing
- proof of postage does not constitute proof of receipt therefore cancellation notices should be despatched using 'recorded delivery' post.

10. Performance

- The company shall not be liable for any loss, damage or expense arising from any delay in the performance of any services from whatever cause nor shall any such delay entitle the client to repudiate the contract.

11. Litigation

- The Company shall have the right to instruct a solicitor on the Client's behalf to pursue a claim for Compensation, subject to the provisions of this Condition 9.
- where the Company instructs a solicitor on the Client's behalf to pursue a claim for Compensation, the Client agrees to:
 - comply with all reasonable requests of the solicitor and/or the Company without undue delay;
 - permit the Company to have the conduct of the claim and to pursue the claim in such manner as the Company in its absolute discretion thinks fit;
 - disclose all relevant information and documentation as reasonably requested by the solicitor and/or the Company.
 - instruct the chosen solicitor to provide all information relating to the claim to the Company, at the Company's request;
 - authorise the solicitor to pay the Service Charges directly to the client from any Compensation recovered by the solicitor;
 - to pay the Service Charges to the Company if the Compensation is paid directly to the Client.
- the Company agrees to be responsible for the costs of any litigation that the Company instructs a solicitor to pursue on the Client's behalf, except that the Client shall be responsible for such costs in any of the following circumstances:
 - the Client misleads the Company and/or the solicitor in any way or any information provided by the Client contains material omissions that would (if not omitted) have resulted in the solicitor and/or the Company declining to accept the Client's instructions.
 - the Client terminates the Contract during the course of the litigation;
 - the Client fails to provide the solicitor with information (including without limitation witness statements) within a reasonable time from the solicitor requesting such information.
 - the Client fails to remedy a breach of its obligations under the Contract within 7 days of a notice from the Company requiring the Client to do so.

12. Liability

- The company's liability in respect of the services is to provide the same 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 as follows:
 - for death or personal injury resulting from the company's negligence, no limit shall apply.
 - the company shall have no liability for any consequential loss or damage suffered by the client under or in connection with the contract occasioned by any act or omission on the part of the company, whether directly or indirectly.

13. 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.

14. 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.

15. Privacy Policy And Data Protection

- All personal data will be held in accordance with the terms of the company's privacy policy. All data is held in accordance with the provisions of the Data Protection Act 1998. We may disclose your information to other companies as the needs arise during your claim, or other companies within our organization or with whom we have business relationships. By providing your personal information you explicitly authorize us to process your information. If you provide information to us about another party you confirm they consent to us processing their personal information and that you collected the information on their behalf. You can request a copy of the information we hold about you at any time.

16. Misleading Information

- The company reserves the right to charge the client an administration fee if any information provided by the client is misleading or contains material omissions which result in the company providing the service to the client, which it would have declined to do, if it had been in possession of the full information.

17. 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.

18. Rights Of Third Parties

- No person other than the company, any person to whom the company assigns the contract and the client shall acquire any enforceable rights under or in connection with the contract.

19. Entire Agreement

- The contract contains all the terms which the company and the client have agreed in relation to its subject matter and supersedes all previous oral or written communications between the company and the client and the company does not authorise the giving of representations on its behalf by any person unless confirmed in writing and signed by the director of the company.

20. 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.

21. Variations

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

22. Law & Jurisdiction

- The law applicable to this contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting this contract.
- services provided by the Company do not include commencing any legal proceedings to recover compensation.
- the company makes no representation or warranty to the Client that compensation will be obtained or is in any way guaranteed.
- the Company reserves the right at any time, at its sole discretion, not to pursue a claim for compensation and will notify the Client in writing if this should occur.

23. 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.

Client Declaration

- I/We confirm that I/we have read and understood these terms and conditions and by signing below confirm acceptance of the terms and conditions of the agreement with DTB Investments Limited and wish them to act on my/our behalf. I/we confirm that I/we have read and understood the data protection statement.

This agreement is a binding contract and by signing the fee agreement you are accepting its terms.