

# **WELLBEING SERVICES LIMITED - THE AGREEMENT**

## **PLEASE READ, SIGN AND RETURN**

This agreement creates a contractual relationship between Wellbeing Services Limited, Company Number 03469858, 9 Lambert Park Road, Hedon, Hull, HU12 8HF ('hereafter referred to as the Firm') and the individual(s) who prints their name(s) and sign this agreement ('hereafter referred to as the client) for the Firm to advise, investigate and represent the client to lodge a complaint, on the client's behalf, against relevant third parties i.e. your Loan / Credit Card Provider ('hereafter referred to as the provision of claims management services'). Before you sign, please read the entire document carefully.

Once Your Instruction(s) has been received, Wellbeing Services Limited has the right to deal exclusively with the Claim(s).

### **Regulatory Status**

Wellbeing Services Limited is authorised and regulated by the Financial Conduct Authority (FRN689147).

### **Contact Details**

Wellbeing Services Limited can be contacted using the following contact details:

Post: **Wellbeing Services Limited, 9 Lambert Park Road, Hedon, Hull, HU12 8HF.**

Telephone: **0800 246 1361**

Email: [wellbeingservices@live.co.uk](mailto:wellbeingservices@live.co.uk)

### **1. Definitions**

- a. "Claim(s)" means Your Claim(s) against the Loan / Credit Card Provider(s) relating to the mis-selling of a Loan(s) / Credit Card(s) for any reason whatsoever, including matters relating to irresponsible lending, the imposition of excessive interest and charges/commission and unenforceability due to non-compliance with the law/regulatory rules (this is not an exhaustive list of reasons).
- b. "Claims Services" means investigating Your Claim(s) by making a Subject Access Request (SAR) on Your behalf to the Loan / Credit Card Provider(s) and/or Your Bank and in the event a Loan(s) / Credit Card(s) is located, investigating, preparing, submitting and handling Your Claim(s) to/with the Loan / Credit Card Provider(s). Where appropriate, this may include submitting a referral to the Financial Ombudsman Service.
- c. "Compensation" means any sums offered, given and/or paid in respect of settlement, including goodwill gestures, policy refund or rebate, including any interest payments and associated charges.
- d. "Cooling-off Period" means any time up to 14 days from the date Wellbeing Services Limited receives Your initial signed LOA within which time You may cancel this Agreement free of charge.
- e. "Fee(s)" means the amount You will have to pay to Wellbeing Services Limited for the Claims Services, namely 25% of the Compensation.
- f. "FOS" means the Financial Ombudsman Service, who can review the Loan / Credit Card Provider's decision about Your Claim(s). Wellbeing Services Limited will use the information You have provided during the Claims Services to complete a FOS Questionnaire, where applicable. Your Claim(s) will not be referred to the FOS without Your Instruction.
- g. "Initial Pack" means the first pack Wellbeing Services Limited sends to You.
- h. "Instruction" means You authorising Us to undertake the Claims Services which is given when You sign and return a LOA, or other authorisation document.
- i. "Letter of Authority (LOA)" means the document to be sent to the Loan / Credit Card Provider containing Your authority for Wellbeing Services Limited to act on Your behalf. An LOA will be provided in Your Initial Pack and Wellbeing Services Limited or the Loan / Credit Card Provider may require You to sign further LOA(s) during the Claim Services.

j. "Loan / Credit Card Provider" means the Lender, High-Cost Short-Term Credit (Payday) Lender, Loan Broker or relevant Company to whom the Letter of Authority is addressed and who provided the Loan(s) / Credit Card(s), including any associates and/or their predecessors.

k. "Lending Questionnaire" means the forms that have been filled out using information You have given during the Claims Services which may be used by Wellbeing Services Limited to submit Your Claim(s) to the Loan / Credit Card Provider and/or the FOS.

l. "Us" means Wellbeing Services Limited, Company Number: 03469858 who are authorised and regulated by the Financial Conduct Authority, (FRN689147). This registration is recorded on the website <https://register.fca.org.uk/>.

m. "You/Your" means the account/policy holder(s) whose details are set out in the LOA and who have appointed Wellbeing Services Limited to act on their behalf and includes an Executor(s) or Administrator(s) of a Deceased Person's Estate.

## **2. Claims Services**

a. Wellbeing Services Limited will not commence the Claims Services and process Your Claim(s) until Wellbeing Services Limited receives Your Instruction.

b. Wellbeing Services Limited will use reasonable endeavours to request the Loan / Credit Card Provider confirms whether You held a Loan(s) / Credit Card(s) / Catalogue(s) with them, by making a SAR.

c. If no Loan(s) / Credit Card(s) is identified, this Agreement will come to an end.

d. You authorise this Agreement to continue on any Loan(s) / Credit Card(s) that has been identified by Your Loan / Credit Card Provider.

e. Wellbeing Services Limited will investigate and, if appropriate, based on the information provided by You and the Loan / Credit Card Provider, prepare, submit and handle Your Claim(s) to the Loan / Credit Card Provider and/or the FOS on Your behalf. If Wellbeing Services Limited does not believe there is merit for Your Claim(s) Wellbeing Services Limited will notify You and provide information about Your next steps.

f. You understand that by completing and signing one LOA, the Loan / Credit Card Provider may investigate all Loan(s) / Credit Card(s) held with them under the Instruction provided, and that any successful Claim(s) will be subject to a Fee(s).

g. Wellbeing Services Limited will use reasonable endeavours to obtain Compensation for the Claim(s) pursued.

h. Wellbeing Services Limited will update You about any significant development in Your Claim(s) using Your preferred contact method, including by email, telephone and/or post. You will receive at least one update per Claim(s) every six months.

### **Client Obligations**

a. You may also be asked to complete a Lending Questionnaire to allow Wellbeing Services Limited to investigate the existence and merits of the Claim(s).

b. Wellbeing Services Limited or the Loan / Credit Card Provider may require further authority, information, or documents from You to facilitate the provision of the Claims Services. Documentation that may be required includes: proof of identification and proof of address (this is not an exhaustive list).

c. You agree that You will deal promptly with requests for authority, information, or documents that Wellbeing Services Limited or the Loan / Credit Card Provider might make.

d. You will ensure that any information provided is true, accurate and completed to the best of Your knowledge. Wellbeing Services Limited will not check such information except where it is under legal obligation to do so.

e. The Loan / Credit Card Provider may contact You directly and You will inform Wellbeing Services Limited promptly of this and any relevant matters affecting Your Claim(s).

f. Wellbeing Services Limited will use reasonable endeavours to obtain Compensation for the Claim(s) pursued.

g. Wellbeing Services Limited will update You about any significant development in your Claim(s) using Your preferred contact method, including by email, telephone and/or post. You will receive at least one update per Claim(s) every six months.

h. You must tell Wellbeing Services Limited if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:

- (i) have ever been declared bankrupt;
  - (ii) are subject to a bankruptcy petition;
  - (iii) are subject to, or have ever been subject to, an individual voluntary arrangement;
  - (iv) have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors;
  - (v) are currently subject to, or have ever been subject to, a debt relief order; or
  - (vi) are or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) including but not limited to sequestration
- i. You acknowledge that You could complain directly to the Loan / Credit Card Provider yourself and, if unsuccessful, the FOS at no cost to you.

### 3. Conclusion of Your Claim(s)

- a. Wellbeing Services Limited will promptly notify You of the outcome of the Claim(s).
- b. If Your Claim(s) is unsuccessful, or the Loan / Credit Card Provider does not make a reasonable offer of Compensation, Wellbeing Services Limited may seek Your Instruction to refer Your Claim(s) to the FOS, as specified under clause 1(f).
- c. Your Compensation may be applied as part of Your bankruptcy estate, insolvency asset, other formal debt arrangement or arrears with the Loan / Credit Card Provider and Your Compensation may not be paid directly to You.
- d. Where interest is included as part of the Compensation it may be taxable depending on Your personal tax status and You understand that You are required to disclose this payment to HMRC.

### 4. Wellbeing Services Limited Fee(s)

- a. When Wellbeing Services Limited undertakes the Claims Services and is not successful in obtaining Compensation then You owe Wellbeing Services Limited nothing.
- b. At Wellbeing we charge 28% on any successful claim with the only exception of charging 25% if the compensation value was between £10,000 - £24,999, 20% if the compensation value was between £25,000 - £49,999, and 15% if the compensation value was £50,000 or above. Below are several worked examples detailing how our fee is applied for any offer of compensation: **(Please note that we are currently not registered for VAT. If we become eligible for VAT, you will be advised accordingly but you will not be charged any more than stated below).**

Fee Example 1:		Fee Example 2:		Fee Example 3:	
<b>Total Compensation</b>	<b>£1300</b>	Total Compensation	£3000	Total Compensation:	£10000
Of which is cash	£1300	Of which is cash:	£1500	Of which is cash:	£2500
Of which is a balance reduction	£0	Of which is a balance reduction	£1500	Of which is a balance reduction	£7500
<b>Fee charged @28%</b>	<b>£364</b>	<b>Fee charged @28%</b>	<b>£840</b>	<b>Fee charged @25%</b>	<b>£2500</b>
VAT	£0	VAT	£0	VAT	£0
<b>Client Receives</b>	<b>£936</b>	<b>Client Receives</b>	<b>£660</b>	<b>Client Receives</b>	<b>£0</b>

Fee Example 4:		Fee Example 5:	
<b>Total Compensation</b>	<b>£25000</b>	<b>Total Compensation</b>	<b>£50000</b>

Of which is cash	£25000		Of which is cash:	£50000
<b>Fee charged @20%</b>	<b>£5000</b>		<b>Fee charged @15%</b>	<b>£7500</b>
VAT	£0		VAT	£0
<b>Client Receives</b>	<b>£20000</b>		<b>Client Receives</b>	<b>£42500</b>

#### **FEES EXPLAINED**

- **Redress in the form of a CASH PAYMENT** - If you are offered a cash payment of £3,000 in response to your claim, we will charge you 28% of £3,000. The fee payable will be £840, and you will receive £2,160.
- **Redress in the form of a REDUCTION OF A DEBT** - If you are offered a £3,000 reduction in the amount of your debt (loan or credit card), in response to your claim, we will charge you 25% of £3,000. The fee payable will be £840, and your debt will be reduced by £3,000. You won't receive any cash payment, but our fee will still be due.
- **Redress in the form of a CASH PAYMENT AND A REDUCTION OF YOUR DEBT (LOAN OR CREDIT CARD)** - If you are offered £3,000 total redress in the form of a £2,000 reduction in your debt (loan or credit card) and a £1,000 cash payment, in response to your claim, we will charge you 25% of £3,000. The fee payable will be £840, and your debt (loan or credit card) will be reduced by £2,000. You will receive £160.

**The fee illustrations are not to be taken as an estimate of the amount likely to be recovered for you. (We have never received to date an offer of compensation exceeding £18,000 but are legally obliged to provide such fee illustrations to you).**

Compensation may be used by a Loan / Credit Card Provider to reduce any outstanding liabilities, arrears or debts you owe them. Wellbeing's Fee(s) will be payable to Wellbeing Services Limited based on the total amount of calculated Compensation.

c. Wellbeing Services Limited will invoice You for the Fee(s) which becomes due at the point that either Wellbeing Services Limited or You are informed of an offer of Compensation. The Fee(s) is payable within 7 days from the date You receive Your Compensation.

d. If the Loan / Credit Card Provider offers or pays Compensation to You directly, You agree to notify Wellbeing Services Limited immediately and to provide the details Wellbeing Services Limited needs to calculate Your Fee(s). For the avoidance of doubt, should You reject a reasonable offer of Compensation and/or refuse to sign a Loan / Credit Card Provider's Acceptance/Settlement Form, Your Fee(s) remains due and payable on the sum offered.

e. If Compensation is paid directly by the Loan / Credit Card Provider to an Insolvency Practitioner or the Official Receiver, and You do not receive any Compensation, You will not be liable for our Fee(s).

f. If You fail to pay the Fee(s) due and payable in accordance with this Agreement, Wellbeing Services Limited reserves the right to cancel all other active Claim(s) and commence Court proceedings for recovery of its Fee(s).

g. Wellbeing Services Limited reserves the right to charge for costs and expenses incurred in recovering unpaid Fee(s) where an offer of Compensation is made from a Loan / Credit Card Provider to You.

#### **5. Cancellation/Termination Rights and Charges**

a. You may cancel this Agreement at any time. No termination fee will be charged if you decide to terminate this agreement prior to the claim being successful. **Your claim is deemed successful if we send a letter of complaint and you receive an offer (or any counteroffer) from the lender which you accept.**

b. If You terminate Your Agreement after an offer of reasonable Compensation is due to You, then Wellbeing Services Limited shall be entitled to issue You a Termination Charge(s) equal to the Fee(s) that would be payable under clause 4.

c. You may request to cancel or terminate Your Agreement either in writing, by telephone or via email.

d. Wellbeing Services Limited may at its sole discretion decide not to proceed with a Claim(s) and terminate this Agreement at any time. Wellbeing Services Limited must act reasonably in taking such a decision and promptly notify You. In such circumstances, You will owe Wellbeing Services Limited nothing.

## **6. Your Personal Data**

- a. Wellbeing Services Limited takes the privacy of Your personal information seriously. Wellbeing Services Limited will only use the personal information You provide to Us as outlined in this clause 6. During the Claims Services Your personal information will be used to:- i) Provide the Claims Services (including to third party organisations for the purposes of undertaking these Claims Services); and ii) Tell You about similar products or services relating to financial claims by email, post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by contacting Us.
- b. Wellbeing Services Limited will not disclose Your personal data to a third party without Your consent unless a lawful or legitimate basis applies.
- c. Wellbeing Services Limited will update You throughout the Claims Services, using Your preferred contact method, including by email, telephone and/or post.

## **7. Disclaimer and Assignment**

- a. You acknowledge that any estimate of Compensation given to You is an estimate only. The success of Your Claim(s) depends on Your individual circumstances and merits of Your Claim(s).
- b. If Wellbeing Services Limited acts in breach of this Agreement, Wellbeing Services Limited's total liability to You in respect of all other losses arising under or in connection with this Agreement shall in no circumstances exceed the amount of any Compensation to which You are entitled for Your Claim(s).
- c. Nothing in this Agreement shall limit or exclude Wellbeing Services Limited's liability for: i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; ii) fraud or fraudulent misrepresentation; or iii) breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.
- d. Wellbeing Services Limited reserves the right to assign this Agreement and all rights under it and to subcontract to others all or any of our obligations under it. This Agreement is personal to You and is not assignable by You except to Your personal representatives.

## **8. Complaints**

- a. You can make a complaint about our service via Wellbeing Services Limited's complaints procedure by email: [wellbeingservices@live.co.uk](mailto:wellbeingservices@live.co.uk), by telephone on 01482 893258 or by post to Wellbeing Services Limited, 9 Lambert Park Road, Hedon, Hull, HU12 8HF.
- b. Should You remain unhappy about Wellbeing Services Limited's response You may escalate Your complaint, within six months to the Financial Ombudsman Service by phone on 0800 023 4567 or post to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

## **9. Governing Law**

- a. Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation instituted against You by Wellbeing Services Limited shall be brought in the appropriate Court of Your country of residence, which will either be the Courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any such proceedings against Wellbeing Services Limited by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales. b. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales