

ACTURA ASSOCIATES LTD

These Terms and Conditions (the "Agreement") identifies what customers ('You, Your, Client') can expect from Actura Associates Limited and what Actura Associates ('We, Us') expect from You.

These Terms and Conditions apply to any Services (Sales and Services that are provided to You. Provisions set out in Clause 1, applies to all our Services including those specifically obtained via telephone, Internet, or any Company website).

1. ACTURA ASSOCIATES CONTRACT WITH YOU

1.1 By signing this Agreement You consent to Our Terms and Conditions. You are giving permission to Actura Associates to act on Your behalf, to assess, write and compile the relevant documentation necessary for You to initiate Your Complaint.

1.2 The Actura Associates website describes the full range of Our Services in more detail.

1.3 You shall be solely responsible for ensuring the full and correct identification of the Services, confirming that it complies with Your requirements and is correct in all respects. Any completion times given are an estimate only in respect of any part of the Services.

2. ACTURA ASSOCIATES PROMISE TO YOU

2.1 We will exercise reasonable care and skill in compiling Your correspondence.

2.2 We will always use reasonable efforts to make relevant details and information available to You. We will take the necessary steps stated in our Privacy Policy to secure any personal data supplied to Us by You.

3. ADDITIONAL SERVICES

3.1 Prior notice will be given to You if any additional services will be made available to You.

3.2 Some Additional Services may carry an initial fee, which is payable at the start, before any work can be carried out and is non-refundable.

3.3 You will have the choice to either accept or decline the offer of any Additional Services.

3.4 In respect of any Additional Services , You will be invoiced by Actura Associates for said Services.

3.5 Accepting or declining any Additional Services will not affect or compromise any other work carried out by Actura Associates.

4. PAYMENTS & FEES

4.1 Our fee is 30% of any monies awarded to You, providing the criteria of the No-Win-No-Fee are met. In this event, payment will be expected within seven days of completion.

4.2 In the event of the above criteria not being met, You will only be charged for Our documentation and administration services. This fee is non-refundable. This fee is only payable after Your free, no obligation consultation, should You wish to move forward with Us

4.3 Any alternative services, which do not qualify under No-Win No- Fee, Actura Associates will issue an invoice based on the cost of Our documentation and administration services and time required, subject to Your agreement to use the alternative service(s).

5. CLIENT INPUT

5.1 You are required to provide all relevant information that will assist Us with Your complaint. Items that We require, include, but are not limited to, a copy of Your purchase/finance agreement, an invoice from the company, proof of address, an Energy Performance Certificate, an MCS Installer Certificate, (if supplied), and any relevant forms of authority.

5.2 Additional information may be requested by banks or lenders. In this case, You will be notified. To avoid delay, any additional information required from You should be delivered promptly.

5.3 You, the Client are responsible for Your case, however, any contact that you have from the bank, lender, or company, we recommend You communicate to Actura Associates promptly. This includes any correspondence relating to an acceptance or rejection and when You are in receipt of any full or final settlement.

6. DURATION OF SERVICE

6.1 Actura Associates shall take all reasonable steps to complete the Services within the time scales intimated to You. The response of banks, lenders and contractors can vary in time. Actura Associates shall not be held liable for any delays or negative outcomes resulting from the final settlement.

6.2 The conclusion period of settlement can be difficult to predict.

7. WEBSITE SERVICES

7.1 All Services provided by Us on Our website are also subject to these Terms and Conditions

8. FRAUD PREVENTION

8.1 Actura Associates will not carry out any work if we believe any information given to Us to be either false or misleading.

8.2 We will only accept payments from the account holder and/or at the express permission of a third-party account holder. In the event of the Client making a payment from a third-party account, We may request written consent from the account holder and a copy of their photographic ID.

8.3 Actura Associates will at no time ask for any sensitive private information either electronically or over the telephone.

8.4 Your bank or lender will be able to complete the final settlement without requesting additional private information from You.

9. TERMINATION & REFUNDS

9.1 You reserve the right to reverse Your decision on moving forward with Actura Associates within fourteen days of agreeing to Our Terms and Conditions, in accordance with CRR regulations.

9.2 A full cancellation will be provided by Actura Associates in the case of a cancellation within the fourteen day period stated above. You may cancel by email to:

info@acturaassociates.co.uk

or by writing to Us at:

Actura Associates Ltd, 2
7 Old Gloucester Street,
London. WC1N 3AX.

9.3 Your cancellation date will be recognised at the time we receive Your cancellation or refund request.

9.4 Please note that after 14 days any refunds will be made at the sole discretion of Actura Associates Ltd and We reserve Our right to deduct costs for any administration costs.

1. INFORMATION YOU PROVIDE TO US

1.1 The following applies to any information You provide to us that is personal and will assist with Your claim.

- You authorise us to use, store or otherwise process any personal information which relates to and identifies You, including, but not limited to, Your name and address, to the extent reasonably necessary for Us to provide Our service.
- If You choose to subscribe through Our website, then we may collect personal information about You. If you send Us personal correspondence such as emails or letters, then we may add this information to Your specific file. All such information sent to Us by You shall be referred to in these Terms and Conditions as Personal Information.
- You must ensure that the Personal Information You provide is accurate and complete and that all the details You send to Us, (where applicable), contain your correct name, address, including any other requested details. For more information about how we deal with your personal details, please read our Privacy Policy.

1.2 By accepting these Terms and Conditions, You agree to the processing and disclosure of the Personal Information for the Purposes of Our service. If You would like to review or modify any part of Your

Personal information, then you can contact Actura Associates on 07477173759 or email us at info@acturaassociates.co.uk

2. THIRD PARTY RIGHTS

Wherein these terms, representations and warranties are made to Us and the suppliers of the services through Actura Associates, You acknowledge and agree that such representations and warranties are intended to grant rights to and operate for the benefit of all such suppliers and that each supplier may rely upon and enforce such representations and warranties against You by virtue of the Contracts (Rights of Third Parties) Act 1999.

3. DATA PROTECTION

By writing to the Data Protection Officer, You have the right to ask for a copy of the personal details that we hold about You and for a copy of the personal information you sent to Us to be sent to You, or a third party, in a commonly used machine-readable format. You also have the right to update or correct information to keep it accurate, to have Your personal information deleted from our records if it is no longer needed, to object to Us processing Your personal information and where consent has been given, You can withdraw that consent at any time.

4. SEVERABILITY

Should any section, phrase, paragraph or part of this Agreement be deemed unenforceable for any reason by a court of competent jurisdiction, such decision shall neither amend the remainder of this Agreement nor render it void.

5. CONTACT DETAILS

Actura Associates is a LIMITED company registered in England and Wales with the Company Number 14614725. If You wish to contact Us, you can do so by writing to Us using the following details: Actura Associates Limited, 27 Old Gloucester Street, London, WC1N 3AX - Tel:07477173759, or by email at info@acturaassociates.co.uk

6. GOVERNING LAW

This Agreement is made effective from the date of signing and shall be governed and interpreted in accordance with the Legislation and Law of the United Kingdom.

By agreeing to these Terms & Conditions, I give full consent to Actura Associates Limited to assist me with my complaint and confirm I have read and agree to all the Terms & Conditions specified in this document.

Furthermore, by agreeing to these Terms & Conditions, I declare, to the best of my knowledge, that all the information I have provided is honest and accurate and confirm that I will be responsible for my own redress.