

# iSmart Terms and Conditions

Please read carefully

## Introduction

We want your decision to use iSmart to pursue your claim to be the right decision for you. We are committed to providing a professional, simple to understand and easy to use service. We aim to be completely transparent in all our dealings with you and these Terms and Conditions explain our obligations to you and yours to us. They will be at the heart of our relationship, and our contract with you, please take time to read them carefully.

We hope you are happy with our service, but if you should have any reason to complain please do not hesitate to contact us. A copy of our complaints handling procedure is available on our website or by request.

## Definitions

i-Sm@rt Consumer Services Ltd, trading as iSmart Consumer Solutions ("iSmart"), is a limited liability company and a third party claims handler, regulated by the Ministry of Justice in respect of regulated claims management activities Authorisation No. CRM2506 and registered in England and Wales with No. 05238848 having its registered office at Turnells Mill Lane, Wellingborough, Northamptonshire NN8 2RN.

"Services" means the services provided by iSmart including assessing the viability of, preparing, submitting and negotiating your claim.

"Compensation" means (but is not limited to) any one or more of the following or a combination of them:

- a refund either direct to your bank account or by cheque
- a reduction of your loan balance
- a reduction of your arrears

"Fee" means the fee payable to iSmart for Services being 25% plus VAT (currently at 20%) of any Compensation offered to you or to us on your behalf. For example, if we obtain an offer of £1000 Compensation, our fee would be £293.75 (inclusive of VAT currently at 20%).

"us" and "we" means iSmart or anyone to whom we transfer our obligations and rights under this agreement.

"you" means you, the person(s) entering into this agreement.

## 1. By signing and returning the Letter of Authority in the claim application pack you will:

1.1 Be accepting these Terms and Conditions and entering into a binding contract;

1.2 Agree that the Compensation can be sent directly to us and that we will retain our Fee before paying the balance of the Compensation to you. Should the Compensation be paid direct to you, or credited to an outstanding loan, bank account or credit card, we will invoice you direct for the Fee which will become immediately due and payable to us. If this Fee is not paid in full within 28 days of the dated invoice we may commence debt collection proceedings to recover the debt owed to us.

1.3 Agree to pay back to us any monies properly paid by us in pursuing your claim; and

1.4 Still be liable for our Fee if any reasonable offer of Compensation is rejected by you.

## 2. iSmart will:

2.1 Rely on the information and documents provided by you to us as being true, accurate, and complete;

2.2 Use our reasonable endeavours to obtain Compensation for the claims which are pursued;

2.3 Accept no liability for an unsuccessful claim or for the amount of Compensation;

2.4 Promptly notify you if the claim is not to be pursued. We will act reasonably in taking any such decision;

2.5 Promptly notify you of the outcome of the claim;

2.6 As soon as is reasonably practicable following the settlement of a claim and the payment of any Compensation by the company to us, pay you any balance of the Compensation after deducting the Fee;

2.7 Keep you informed by post, telephone, emails and SMS message about offers, products and services which may be of interest to you. If you do not want us to do this please write to us at: The Marketing Department, iSmart Group, Turnells Mill Lane, Wellingborough, Northamptonshire NN8 2RN.

## 3. Cancellation terms

3.1 You have 14 days (which starts on the date you signed the Letter of Authority) to cancel your authority, instructing us to act on your behalf.

3.2 If you cancel the contract after these 14 days we reserve the right to make a reasonable charge for the work undertaken in pursuit of your claim.

3.3 If you withdraw a claim prior to Compensation being paid, but after the claim has been lodged by us and upheld by the company, you will remain liable for the Fee.

3.4 If you independently accept Compensation based on a claim lodged by us and upheld by the company you will remain liable for the Fee.

## 4. Governing Law

4.1 This contract will be subject to the laws of England and Wales.

## Declaration

I/We confirm that I/we have read and understood the Terms and Conditions (contract terms and conditions) and by signing the Letter of Authority confirm acceptance of them and wish iSmart to act on my/our behalf.

### Registered address

Turnells Mill Lane, Wellingborough  
Northamptonshire NN8 2RN.  
Registered in England and Wales No: 05238848

VAT Registration no. 903 9551 22

### ICO registration Z9745821

Regulated by the Ministry of Justice  
in respect of regulated claims management  
activities. Authorisation No. CRM2506

Consumer Credit Licence No: 625271



**ismart**  
consumer solutions