

Payday Loan Claims: Terms & Conditions

1. Meaning

“Us / ”We” / ”Our” means Allegiant Finance Services Ltd.

“You” / “Your” means the Applicant.

“Applicant” means the person stated in the Letter of Authority.

“Letter of Authority” means the document so titled and completed by the Applicant.

“Lender” means an entity with whom the Applicant has a financial relationship and/or any broker and/or other relevant third party whose actions appertain to the sale of a payday loan (“PDL”) relevant to the Claim.

“Claim” means the presentation by Us of an individual claim on behalf of You for the refund of fees incurred by You in respect of and occasioned by the sale of PDL together with interest.

“Terms” means the terms and conditions set out within this document.

“Fee” means sum payable to Us as regulated by section 6 of the Terms.

“Compensation” means any financial benefit (including cash in hand, set off or write off) received from or ordered against the Lender, its servants or agents for the benefit of You as a result of a Claim whether such agreement is made by way of an admission of liability or other basis and whether an interim payment or payment in full and final settlement.

2. Legal Status of these Terms & Conditions

By signing and returning the Letter of Authority, You are deemed to accept Our Terms.

3. Your Agreement that We represent you solely

By accepting our Terms, you agree that We are solely appointed to review and consider the merits of and pursue Claims against the Lender.

4. What we shall do

4.1 We shall present a Claim(s) pursuant to Clause 3.

4.2 We shall by default communicate with You by email and post wherever possible.

4.3 Where it is necessary to discuss Your claim, we shall telephone You on any telephone number You provide to Us.

4.4 We shall take instructions from you as appropriate and always in relation to settlement,

5. Your Obligations

5.1 Provide Us with prompt details of your personal details and financial situation from time to time as we may reasonably require. You must immediately inform us of any change of details

5.2 Inform Us immediately should a Lender contact You directly to discuss a Claim or make a payment of Compensation to You directly.

5.3 In the circumstances where a Lender pays You directly or deducts Compensation from your outstanding debt obligation to it, pay Us the Fee immediately

6. About our fees

6.1 If Your Claim is unsuccessful You do not owe the Fee. Our service is No Win, No Fee.

6.2 The Fee is the sum of 25% VAT inclusive of the Compensation.

6.3 We agree to pay a Lender such fees as necessary for Us to access information required to pursue a Claim. We shall not pass these fees on to You (excludes cancellation by customer – see clause 8).

6.4 Where the Lender pays the Compensation to Us directly, we shall keep and only accept the Compensation into a dedicated client account. The Fee shall be deducted from the Compensation prior to the Compensation being transmitted to you at the first reasonable opportunity.

6.5 Our business depends upon prompt payment of Fees. We reserve the right to charge a late fee of £20 on accounts 21 days late or over. Other third party charges (e.g solicitor costs) may be levied.

7. Exclusion of Our Liability (read carefully)

7.1 We do not accept responsibility for any unsuccessful Claim or in relation to any amount awarded by the Financial Ombudsman or accepted by the Applicant.

7.2 We accept no liability in contract, tort or otherwise for loss or damage suffered by the Applicant arising out of the Applicant's entering into the Terms or the performance of the Terms by Us, whether caused by Our act or omission.

7.3 In any event and without prejudice to clauses 7.1 & 7.2 above, any legal liability we have to You shall be limited to the reasonable value of the Fees we would be entitled to from You for successfully pursuing Your Claim.

8. Cancellation and Cancellation Fees

8.1 You may cancel the Terms and therefore the contract without charge within 14 days of signing and returning the Letter of Authority. To do so, you must inform us in writing at Allegiant Finance Services Limited, 400 Chadwick House, Warrington Road, Birchwood Park, Warrington WA3 6AE or email to helpdesk@paydayloanclaims.net.

8.2 After the expiry of the 14-day period as described at 8.1 above, you may only cancel by:

8.2.1 agreeing to pay Us an hourly rate £75+VAT for work rendered pursuing Your Claim; or

8.2.2 where an offer of Compensation has been received or has been intimated ("Offer") as a proximate result of regulated claims management activity undertaken by Us and your obligations to us under these Terms, we reserve the right to charge a cancellation charge up to the value of the Fee based on the Offer. We shall apply this clause reasonably in all the circumstances of the specific cancellation and within the parameters of our governing regulation. If you are considering cancelling, we would strongly advise you to contact us first to discuss any likely fee.

8.3 We may terminate Our obligation to pursue a Claim where we do not consider it meritorious at our sole discretion.

9. Governing Law

This agreement is subject to the laws and exclusive jurisdiction of England and Wales

