

Terms and Conditions of Business

Agreement - Please read and retain

This agreement creates a contractual arrangement between Dragon Corporate Limited, Office 20, Bradford Chamber Business Park New Lane, Laisterdyke, Bradford, BD4 8BX (hereafter referred to as "we" or "us") and you, the individual (hereafter referred to as "You" or the "client"), for the firm to advise, investigate and represent you to lodge a claim on your behalf against relevant third parties for a potential mis sold car finance claim.

Dragon Corporate is a claims management company. You appoint Dragon Corporate under this agreement as its exclusive agent for the provision of claims management services to you.

This agreement has been constructed in accordance with English and Welsh contract law. Both parties submit to the exclusive jurisdiction of the English and Welsh courts to resolve any legal disputes that arise under this agreement.

These Terms and Conditions of Business will also be available from our website.

Definitions

'Third party' The Client's Finance Provider to whom the Letter of Authority (LOA) is addressed.

'Claim(s)' Means a request for compensation or redress against a mis sold motor finance agreement

'Redress/Settlement/Offer/Compensation' Any sums offered, paid or given in respect of a settlement, goodwill gesture, redress or compensation made by the third party in part or in full.

'Letter of Authority' The document to be sent to the third party providing your authority for the firm to act on your behalf.

'FOS' means the Financial Ombudsman Service (hereafter referred to as the FOS').

FCA' means the Financial Conduct Authority.

Regulatory Status

1. Dragon Corporate Limited is authorised and regulated by the Financial Conduct Authority FRN:838445
2. We can be contacted using the following contact details:

Post/Visit:. Office 20, Bradford Chamber Business Park New Lane, Laisterdyke, Bradford, BD4 8BX

Telephone: 0113 8591117

Email: info@dragoncorporate.co.uk

Duration

3. Unless you cancel or terminate the agreement with us it shall persist until the settlement of the claim(s).

Where the claim is rejected by a third party and or a Statutory Ombudsman (FOS) this agreement shall persist to enable use to rely on this agreement to contact the client under the contract lawful basis of the UK General Data Protection Regulations.

4 Services

The services that we as a firm will provide are as follows (but please note that Bushra Ashraf will ultimately be providing the services):

- 4.1 Undertake a data subject access request where you do not know the name of the relevant third parties or have sufficient information such as date of purchase/agreement number (s) surrounding the purchase of the vehicle(s).
- 4.2 The information will be collated and reviewed, we will seek to identify if a claim, ascertain the basis of a claim and investigate the merits of the claim.

- 4.3 Where a claim can be identified, inform you of the prospect of successes prior to presenting the claim to the third party.
- 4.4 Submit a claim to the third party on your behalf.
- 4.5 Liaise with the third-party post submission of the claim where necessary until settlement of the claim.
- 4.6 Liaise with the third party(s) post-submission of the claim(s) to obtain further information where required and to communicate material developments about the claim(s) until settlement.
- 4.7 Advise you about any particular steps that are required to be taken at particular stages of the claim(s) process. This includes advising you about the possibility of escalating the complaint to a statutory ombudsman if rejected by the third party.
- 4.8 Our service does not extend to representing you in court.
- 4.9 It should also be noted that if you have been introduced to us via Lead Insights Limited who are authorised and regulated by the Financial Conduct Authority FRN830541 we will pay them a fee for introducing you to us, this does not affect any compensation you any receive.

5 Success Fees

We operate on a No Win No Fee basis which means that if your claim is not successful you will not pay us a fee for the service, we have provided to you. If you decide to cancel your agreement with us after 14 days, you may do so without charge **provided we have not received a Final Response from the lender**, you can do so by communicating with us by telephone, email, by post or in person. We recommend that any written confirmation of cancellation is sent by recorded delivery, but this is not obligatory.

If your claim is successful, we will charge you a fee that is in line with the Financial Conduct Authority Fee Cap, the amount you pay will be dependent on the level of redress you receive. VAT is chargeable

Below are several examples that illustrate how our service fee is applied for any offer of settlement offered:

Fee Band	Example Compensation payout	% Success Fee is calculated on	Max Total Charge
1	£1 - £1,499	30%	£420
2	£1,500 - £9,999	28%	£2500
3	£10,000 to £24,999	£25%	£5000
4	£25,000 to £49,999	20%	£7500
5	£50,000 and above	£15%	£10,000

The service fee is based on the gross amount of compensation awarded. The fee illustrations are not to be taken as an estimate of the amount likely to be recovered for you. Our service fee(s) will reduce the amount of cash in hand compensation you will retain. If you have any outstanding liabilities with the firm whom the claim is to be made any damages, compensation or settlement monies might, in certain circumstances be off set against those outstanding liabilities and you will, where necessary, need to pay our fees from your own funds.

Our fee(s) become due and payable within 14 working days from when the client is in receipt of payment of redress/compensation from the third party.

6 Client Obligations

You make the following undertaking by entering into this agreement:

- 6.1 To provide us with all documentation that we may need to pursue the claim(s) on your behalf. This includes documentation

showing the third party and you had a relationship and any documentation that supports the alleged wrong doing.

- 6.2 To be truthful and honest in all dealing with us.
- 6.3 To fully co-operate with us to enable us to provide our claims management service to you.
- 6.4 To notify us prior to entering into this agreement whether you have alternative means of pursuing a claim.
- 6.5 To notify us prior to entering into this agreement whether you have any outstanding liabilities owed to the third party.
- 6.6 To notify us if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:
 - a) Have ever been declared bankrupt
 - b) Are subject to a bankruptcy petition
 - c) Are subject to or have ever been subject to an individual voluntary arrangement
 - d) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors
 - e) Are currently subject to, or have ever been subject to a debt relief order; or
 - f) Are or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) above, including but not limited to sequestration.
- 6.7 To notify us if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:
 - a) Have ever been declared bankrupt
 - b) Are subject to a bankruptcy petition
 - c) Are subject to or have ever been subject to an individual voluntary arrangement
 - d) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors
 - e) Are currently subject to, or have ever been subject to a debt relief order; orAre or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) above, including but not limited to sequestration.
- 6.8 To communicate all relevant information to us as promptly as possible.

- 6.9 To respond to our information requests as promptly as possible.
- 6.10 Forward to us correspondence from the third party(s) that relate to the claim(s) as promptly as possible.
- 6.11 To notify us when an offer of redress/compensation is made by a third party.
- 6.12 To notify us when in receipt of redress/compensation paid by a third party.
- 6.13 To make payment of our Success Fee when it falls due in accordance with this agreement.
- 6.14 If you are unable to pay our success fee we ask that you contact us to discuss this.

7 Firm Obligations

- 7.1 To exercise due skill, care and diligence in providing the claims management services under this agreement. Notwithstanding, the Firm does not guarantee the client a successful claim;
- 7.2 To keep the client informed about the progress of the claim;
- 7.3 To communicate to the client information received by the Firm on behalf of the client from third parties for the attention of the client as promptly as possible and, in any event, within 10 working days;
- 7.4 To communicate information received by the client for the attention of third parties such as a respondent as promptly as possible and, in any event, within 10 working days;
- 7.5 To act in the best interests of the client; and
- 7.6 To be truthful and honest in all its dealings with the client.
- 7.7 To communicate any further information about the current FCA investigation regarding motor finance claims.**

8 Complaints

8.1 Our aim to provide the highest possible level of service to all customers. If You are unhappy with any aspect of the service, then please raise Your concern with Us immediately. We operate a complaints procedure in accordance with rules set by the Financial Conduct Authority which are designed to help Us to resolve any complaint You may have as quickly as possible. A copy of the complaints procedure is available from our website or you can request one from us. You have the right to refer Your complaint to the Financial Ombudsman Details of which can be found at www.financial-ombudsman.org.uk/

9 Cancellation

- 9.1 The client can cancel this agreement at any time within 14 days without giving any reason and without incurring any liability.
- 9.2 The client can communicate their cancellation by telephone, in writing, in person, or by email or can use the cancellation form appended to this agreement or available from our website.
- 9.3 To meet the cancellation deadline, it is sufficient for the client to send communication concerning the exercise of the right to cancel before the cancellation period has expired.

10 Termination

- 10.1 You can terminate this agreement at any time after the 14 days cancellation period.
- 10.2 If you decide to cancel your agreement with us after 14 days, you may do so without charge **provided we have not received a Final Response from the lender**, you can do so by communicating with us by telephone, email, by post or in person. We recommend that any written confirmation

of cancellation is sent by recorded delivery, but this is not obligatory.

11 Breach

- 11.1 Where either party fails to fulfil its obligations under this agreement the non-breaching party shall give the breaching party an opportunity to remedy the breach in good time.
- 11.2 Failure by the breaching party to remedy the breach in good time shall entitle the non-breaching party to terminate this agreement without notice and without incurring any liability.
- 11.3 Both parties shall be entitled to terminate this agreement with immediate effect and without giving the breaching party an opportunity to do so.

12 Financial Ombudsman Service

12. The Firm is subject to the Financial Ombudsman Service's jurisdiction (hereafter referred to as the FOS'). Further information about the FOS can be obtained on the following website: www.financial-ombudsman.org.uk/.

13 Risks

There are the following risks involved in making a claim:

- 13.1 The possibility of not recovering any cash in hand redress but becoming liable to pay our fees;
- 13.2 The possibility, in the case of legal action, of attending Court and giving evidence;
- 13.3 If you have outstanding liabilities with the third party there is a possibility that any compensation/redress will be off-set against those outstanding liabilities and the client may still be liable to pay our service fees from own funds;

- 13.4 If you reside in Great Britain or in another jurisdiction have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement the compensation/redress might, in certain
- 13.5 circumstances be off-set against your outstanding debts; and you will, where necessary, may still be liable to pay our service fees from own funds.
- 13.6 In the unlikely event that you are required to purchase a legal expenses insurance policy we will provide notice to you that this is required and whether you will be liable for any shortfall in recoverable costs or premiums from the third party against whom the claim is to be made.

14 Exclusions

- 14.1 We exclude liability to you for any tax liability incurred due to your failure to pay tax on the compensation/redress received. It is your responsibility to fulfil their personal tax obligations. Professional financial advice should be sought by the client if in doubt of their tax obligations.
- 14.2 Nothing in this agreement shall exclude the liability in the event of death or personal

injury to you resulting from an act or omission of the Firm.

- 14.3 Neither party shall be liable for a breach of this agreement by failing to perform their obligations under this agreement due to force majeure or any unforeseeable circumstances outside the control of the affected party.

- 14.4 We exclude liability to you for any tax liability incurred due to your failure to pay tax on the compensation/redress received. It is your responsibility to fulfil their personal tax obligations. Professional financial advice should be sought by the client if in doubt of their tax obligations. Nothing in this agreement shall exclude our liability in the event of death or personal injury to you resulting from an act or omission of the Firm.

