



Terms of Engagement

The following terms constitute the Terms of Engagement (Edition 2) (the "Terms of Engagement") of ABC Incorporation Limited to provide personal services as described below. They will apply to all transactions between both parties, unless varied in writing.

1. Interpretation

For the purposes of these Terms of Engagement:

- 1.1. references to "we", "us" and "our" are ABC Incorporation Limited ("ABC")
- 1.2. references to "you" and "your" are to the person or persons to whom our Terms of Engagement is addressed;
- 1.3. "compensation payment" means an amount of compensation or redress payment agreed to be paid by the bank and includes any refund of charges plus interest.
- 1.4. "services" means the services to be provided in accordance with these Terms of Engagement;
- 1.5. "Letter of Authority" means the letter to be signed and returned by yourself to ABC in order to authorise ABC to act as your representative in all dealings in respect of your claim against a bank and confirming acceptance of these Terms of Engagement.
- 1.6. "bank" means a bank, building society or credit card company or financial institution that has imposed a penalty charge.
- 1.7. We give independent advice in connection with the services we are providing and you authorise us to act as your authorised representative when dealing with banks.

2. Scope and basis of our work

- 2.1. We shall carry out your instructions in accordance with applicable professional standards. We shall act in your best interests in pursuing any claim for compensation and obtaining for you the best result reasonably obtainable.
- 2.2. We shall conduct services for you only when you have instructed us to do so.
- 2.3. The services that ABC will offer include:
 - 2.3.1. advice on your complaint against your bank in respect of:
 - 2.3.1.1 charges;
 - 2.3.1.2 interest payments
 - 2.3.1.3 any other inappropriate charges
 - 2.3.2. assistance in your claim for compensation against a bank following advice provided in accordance with 2.3.1 above recommending such a course of action.
- 2.4. Before we are able to evaluate your claim against your bank, we are required to hold and process information about your personal bank accounts effected. In consequence it will be necessary for you, and you agree, to provide us with details of your personal and financial circumstances and such other information and documents that we may specifically request.
- 2.5. We will rely on the information and documents that you provide us with as being true, correct and complete. We will not audit, test or check such information or documents except where this is inconsistent with our obligations under the law. You should let us know immediately of any changes that might affect the service and advice we provide you.
- 2.6. We will agree with you in writing, periodically and when necessary, the scope of our services. We will be willing to add to or change the scope of services at any time, but such additions or changes must be first agreed in writing with us.
- 2.7. During the course of the provision of our consultancy services, we shall from time to time require your instructions. You must give us clear instructions which allow us to provide the consultancy services properly. You must not ask us to work in any improper or unreasonable way; you must not deliberately mislead us and you must co-operate with us when asked.

3. Communication

- 3.1. Unless otherwise instructed, we shall communicate with you at your home address, normally by letter sent by normal postal services or, where appropriate, courier services. We shall send you letters by fax to an agreed fax number only where specifically instructed or where the matter is one which, in our judgement, justifies such method of communication.
- 3.2. We undertake to use our reasonable endeavours to ensure that any e-mails that we send to you (and/or to your nominated professional adviser or agent) are free from viruses and any other material that may cause inconvenience or harm to any other computer system, and you undertake to do likewise with any e-mails that you send to us.
- 3.3. You and we understand and acknowledge that the transmission of e-mails on the Internet or otherwise has inherent risks. Neither we nor you shall have any responsibility or liability to each other where any e-mail (whether sent by us, by you or by your nominated adviser or agent) is lost, delayed, intercepted, corrupted or otherwise altered or rendered incomplete or fails to be delivered, except and only to the extent finally determined to have resulted from bad faith or wilful default.
- 3.4. We shall act on instructions given by you or, where we have received a notice from you in writing, by any professional adviser or other nominated representative
- 3.5. We shall accept instructions from you or your nominated representative orally (in person or by telephone), in writing or by e-mail, but we shall not proceed with any consultancy services for you until we have received express instructions in writing or by e-mail.
- 3.6. When we receive any such instructions, we shall act on them as soon as is reasonably practicable unless specifically requested not to do so.
- 3.7. To enable us to provide the optimum service to you, there may be occasions when we need to contact you without your express invitation, and you agree that we may do so. We shall contact you only between 09:00 and 17:00 Monday to Friday, 10:00 and 16:00 Saturday and Sunday.

4. Fees payable if we are successful with your claim

- 4.1. You agree to pay us a fee of 25% of the compensation payment, if we are successful with your claim and the bank agrees to make a compensation payment.
- 4.2. You agree that we may receive the compensation payment from the bank on your behalf.
- 4.3. These fees include Value Added Tax (VAT) at the standard rate, currently 17.5%, where applicable
- 4.4. You agree to pay the fee within 14 days of receiving our invoice. Any outstanding balance beyond this date will accrue interest at Nat West Base rate plus 6% until payment is made or terms agreed for payment of the outstanding debt.

5. What happens if your claim is rejected

- 5.1. If we are not successful in achieving an offer to pay compensation following your claim you do not have to pay a fee to us.

6. Client Service

- 6.1. Our objective is to provide you with a high quality service to meet your needs. However, if at any time you wish to make a complaint about any aspect of the advice or service you have received please contact the Managing Director, ABC Incorporation Limited, 2nd Floor, 145 -157 St John Street, London EC11V 4PV. A copy of the complaints procedure is available on our website (www.getbackbankcharges.co.uk) and is also available on request. A copy will be supplied in the event of a complaint that is not resolved within 24 hours.
- 6.2. We undertake to look into any matter carefully and promptly and to do all we can to resolve the position to your satisfaction.
- 6.3. Nothing in these Terms of Engagement shall preclude ABC or any of its directors or employees from taking such steps as are necessary in order to comply with the professional or ethical rules of any relevant professional body of which a director or employee is, at the time, a member.

7. Data Protection Act 1998

- 7.1. During the period of our engagement we shall request information about your personal and financial situation from you.
- 7.2. The information that we obtain about your personal and financial situation may constitute "personal data" or "sensitive personal data" under the Data Protection Act 1998 ("the 1998 Act"). By signing these Terms of Engagement, you expressly consent that we may:
 - 7.2.1. carry out such processing (whether obtaining, recording or holding) of such data as is necessary to enable us to carry out your instructions;
 - 7.2.2. disclose such data to such advisers or other third parties as is necessary to enable us to provide our advice to you;
 - 7.2.3. hold such data in our files for as long as necessary for the purposes of providing the services; and in accordance with our internal retention policies (which currently require that files are retained for six years), whichever is longer; and
 - 7.2.4. using our knowledge of your personal and financial situation, bring to your attention, from time to time, information that we believe may be of interest to you, unless you have informed us that you do not wish to receive any such information.
- 7.3. If requested by you in writing, we shall (for a fee not exceeding the maximum fee prescribed in the 1998 Act) provide you with details of the data that we hold about you. You undertake to advise us if any such details are incomplete, inaccurate or out of date.
- 7.4. If requested by you in writing, we shall provide you with details of the third parties (referred to in paragraph 7.2.2 above) to which we have disclosed information about your personal and financial situation.

8. Confidentiality

- 8.1. Subject to paragraph 7.2.2 above, we shall not, without your prior written consent, disclose any confidential information concerning your personal or financial situation to third parties (except to other professional advisers) whom we may consult in relation to our work (save to the extent that the information is in the public domain), unless otherwise required by law, a court of competent jurisdiction, HMRC or any other government or regulatory authority.
- 8.2. All information and advice written or oral, of whatever nature, made available by us to you is for your sole use and shall not, without prior written consent, be disclosed or made available to any third party (save to the extent that the information is in the public domain otherwise than by breach of this clause) unless otherwise required by the law, a court or arbitrator of competent jurisdiction.
- 8.3. The working papers prepared as part of the service are our property, constitute confidential information and shall be retained by us in accordance with our policies and procedures. However, you or your nominated representative may inspect those working papers at any time during our normal business hours at our normal place of business if you give us reasonable notice.

9. Liability

- 9.1. ABC will perform the services with reasonable skill and care and acknowledges that it will be liable to you (up to the level of any fees received by ABC in respect of providing the service to you) for direct losses, damages, costs or expenses ("losses") caused by its negligence or wilful default, subject to the following limitations:
 - 9.1.1. ABC will not in any circumstances be liable to you for loss of profits, revenue or other types of economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses arising from loss of data; any losses which arise other than directly and naturally from a breach of contract, or other losses which a court holds to be consequential, special or indirect; any losses suffered by you arising from any claim against you by a third party for any of the aforementioned types of loss;
 - 9.1.2. ABC will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than ABC; and
 - 9.1.3. ABC shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with the provision of the service.
- 9.2. Nothing in these Terms of Engagement shall exclude, restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.
- 9.3. In this clause 9 "ABC" refers to ABC Incorporation Limited, and its respective directors, staff and agents, and in all cases any successors or assignees.
- 9.4. You agree that you have fully considered the provisions of this clause and all the other provisions of these Terms of Business and that they are reasonable in the light of all the factors relating to the consultancy services.

10. Consumer Protection (Distance Selling) Regulations 2000

- 10.1. If you are a consumer (i.e. a person not instructing us for the purpose of your Engagement) and if your instructions have not been given to us at a face to face meeting, the above Regulations apply and we ask that you sign the Letter of Authority confirming that you accept and understand these Terms of Engagement and return it to us as quickly as possible. On receipt of this we will regard ourselves as acting on your behalf.
- 10.2. You have the right to cancel your instructions to us, without any cost to you, within fourteen working days of our receiving these written instructions. You would cancel the agreement in writing to ABC by post, fax or e-mail.
- 10.3. You may not, however, cancel the agreement without incurring any cost once we have, with your permission, started to do the work on your behalf within these first fourteen days. By signing and returning the Letter of Authority, you are agreeing that, to avoid delay in the transaction, we may start work on your behalf straightaway and we do not have to wait for the cancellation period to expire.
- 10.4. We shall carry out your instructions as efficiently as possible, but the nature of the instructions means that we are unlikely to be able to perform the contract within the maximum period of 30 days as laid down by the Regulations. By signing and returning the Letter of Authority you are therefore agreeing that we need not perform the contract within a maximum of 30 days.

11. Commencement, variation and termination

- 11.1. Your continued instructions in connection with your claim will amount to an acceptance of these Terms of Engagement. However, it may not be possible for us to start or continue work on your behalf until your signed copy or copies of the Letter of Engagement are returned to our office.
- 11.2. These Terms of Engagement may be varied or superseded at any time, in writing, by us.
- 11.3. These Terms of Engagement may be terminated by either party, with immediate effect, by giving notice in writing.
- 11.4. If you seek to terminate this agreement after the initial cancellation period set out in clause 10.2 and before ABC has received either an offer of a compensation payment or a rejection letter from a bank, you agree to pay to ABC, within 28 days of request, a fee calculated by reference to the number of hours spent by ABC pursuing your claim against the bank at a rate of £85 per hour. You also agree to meet any costs that have been approved with a subsequent Loan Agreement, should the case be referred to a court.
- 11.5. If you seek to terminate this agreement after ABC has received an offer of a compensation payment from a bank, you agree to pay to ABC within 28 days of request the fees set out in the table in clause 4.1 above calculated by reference to the amount of the compensation payment offered by the product provider at the date of termination.
- 11.6. You may be requested to supply information or complete your case. If we do not receive the requested documents within 28 days of the initial request we will assume you are terminating our services, without written notification, as detailed in clause 11.3 and will pursue the fees detailed in clause 11.4.

12. Applicable Law

- 12.1. These Terms of Engagement shall be governed by, and construed in accordance with, English Law.
- 12.2. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms of Engagement and any matter arising from them. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

13. Invalidity

- 13.1. If any provision (whether in whole or in part) of these Terms of Engagement is held to be illegal, invalid or unenforceable under any enactment or rule of law, such provision or part shall be deemed not to form part of these Terms of Engagement, and the legality and enforcement of the remainder of these Terms of Engagement shall not be affected.

14. Whole agreement

- 14.1. These Terms of Engagement set out the entire agreement between you and ABC. Neither party may rely on any agreement understanding or arrangement, which is not expressly set out in the Terms of Engagement. The Terms of Engagement shall not be amended, modified, varied or supplemented except in accordance with the provisions of clauses 3.5 and 11.2 above.

15. Third Party Rights

- 15.1. A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.