

# Terms & Conditions

The following terms and conditions constitute the Terms and Conditions of Business (the "Terms") of Allied and General Limited (hereinafter referred to as 'A&G') to provide personal consultancy services as described below. This will apply to all transactions between both parties, unless altered in writing.

## 1 Definition

For the purposes of these Terms:

- 1.1 references to "we", "us", and "our" are A&G;
- 1.2 references to "you" and "your" are to the person or persons to whom our Terms are 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 "consultancy services" means the services to be provided in accordance with these Terms;
- 1.5 "Mandate: Letter of Authority" means the letter to be signed and returned by yourself to A&G in order to authorize A&G to act as your representative in all dealings in respect of your claim against a product provider and confirming acceptance of these Terms; or a letter authorising us to act as your agent or lay representative regarding a claim through the small claims court;
- 1.6 "bank" means a bank, building society, credit card company or store card company;
- 1.7 "court" means the small claims court of Her Majesty's Courts Service;
- 1.8 We give independent advice in connection with the consultancy services we are providing and you authorise us to act as your authorised representative when dealing with your product providers.

## 2 Conduct

- 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 consultancy services for you only when you have instructed us to do so.
- 2.3 Where we have given specific advice for you, unless you have specifically requested us to do so in writing, we shall not have any responsibility:
- 2.3.1 For the consulting validity of that advice;
- 2.3.2 To advise you about your financial position when changes are made; or
- 2.3.3 Otherwise, to consider your financial position at any time in the future.

## 3 Scope and basis of our work

- 3.1 The consultancy services that A&G will offer include:
  - 3.1.1 advice on your complaint against your bank in respect of:
    - 3.1.1.1 charges
    - 3.1.1.2 interest payments
    - 3.1.1.3 any other appropriate charges
  - 3.1.2 assistance in your claim for compensation against a bank following advice provided in accordance with 3.1.1 above recommending such a course of action.
- 3.2 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.
- 3.3 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 inform us immediately of any changes that might affect the service and advice we provide you.
- 3.4 We will agree with you in writing, periodically and when necessary, the scope of our consultancy services. We will be willing to add to or change the scope of consultancy services at any time, but such additions or changes must be first agreed in writing with us.
- 3.5 During the course of the provision of our consultancy services, we shall from time to time require your instruction. 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.

## 4 Communication

- 4.1 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.
- 4.2 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 advisor 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.
- 4.3 We shall act on instructions given by you in writing or, where we have received a notice from you in writing, by any professional advisor or another nominated representative.
- 4.4 When we receive any such instructions, we shall act on them as soon as is reasonably practicable unless requested not to do so.

## 5 Fees payable if we are successful with your claim

- 5.1 You agree to pay us a fee in accordance with the details set out below if we are successful with your claim and the product provider agrees to make a compensation payment. The Compensation Payment Fee charged by A&G is 18% (excluding VAT) on the compensation paid out to you from the bank, plus the initial subject access request fee of £10, if applicable.
- 5.2 You agree that we may receive the compensation payment from the bank on your behalf.
- 5.3 The above fee applies to each individual bank account claimed by A&G and is not the aggregate of all claims.
- 5.4 A&G reserves the right to negotiate terms in connection with any individual case. The fee set out above shall not apply in circumstances where:
  - 5.4.1 you wish to appeal the amount of an offer received from a bank or awarded by the court; or
  - 5.4.2 you wish to challenge the rejection by the bank of your claim by appealing to the Financial Ombudsman Service; or
  - 5.4.3 you wish to pursue your case through a court of law.In these circumstances A&G reserves the right to provide you with a separate fee estimate and your written agreement to vary these Terms with regards to fees shall be required to enable A&G to pursue your claim further.
- 5.5 You agree to pay the fee within 14 days of receiving our invoice/authorise A&G to collect any fees owed to them, from the card/account listed following a successful claim where the money is received directly by you. Any outstanding balance beyond this date will accrue interest at A&G bank base rate plus 6% until payment is made or terms agreed for payment of the outstanding debt.
- 5.6 You will pay all the court fees and other expenses (such as travelling and accommodation) relating to pursuing the matter through the court. These charges may be claimed from the defendant.

## 6 What happens if your claim is rejected?

- 6.1 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.

## 7 Client Service

- 7.1 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, A&G at our registered address.
- 7.2 We undertake to look into any matter carefully and promptly and to do all we can to resolve the position to your satisfaction.
- 7.3 Nothing in these Terms shall preclude A&G 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.

## 8 Data Protection Act 1998

- 8.1 During the period of our engagement we shall request information about your personal and financial situation from you.
- 8.2 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, you expressly consent that we may:
  - 8.2.1 carry out such processing (whether obtaining, recording or holding) of such data as is necessary to enable us to carry out your instructions;
  - 8.2.2 disclose such data to such advisors or third parties as is necessary to enable us to provide our advice to you;
  - 8.2.3 hold such data in our files for as long as necessary for the purpose of providing the consulting services; and in accordance with our internal retention policies (which currently require that files are kept for six years) whichever is longer; and
  - 8.2.4 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.
- 8.3 If requested by you in writing, we shall (for a fee not exceeding the maximum fee prescribed in the 1988 Act) provide you with details of the data we hold about you. You undertake to advise us if any such details are incomplete, inaccurate or out of date.
- 8.4 If requested by you in writing, we shall provide you with details of the third parties (referred to in paragraph 8.2.2 above) to which we have disclosed information about your personal and financial situation.

## 9 Confidentiality

- 9.1 subject to paragraph 8.2.2 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 advisors) 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 jurisdiction, HM Revenue & Customs or any other government or regulatory authority.
- 9.2 All information and advice written or oral, of what ever nature, made available by us to you is for your sole use and shall not, without your 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.
- 9.3 The working papers prepared as part of the consultancy 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.

## 10 Liability

- 10.1 A&G will perform the consultancy service with reasonable skill and care and acknowledges that it will be liable to help you (up to the level of any fees received by A&G in respect of providing the consultancy service to you) for direct losses, damages, costs or expenses ("losses") caused by its negligence or wilful default, subject to the following limitations:
  - 10.1.1 A&G 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 that 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;
  - 10.1.2 A&G 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 A&G; and
  - 10.1.3 A&G shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses what so ever and how so ever caused arising from or in any way connected with the provision of the consultancy service.
- 10.2 A&G has no liability to you for any unsuccessful claim or in respect of the amount of refund paid to you.
- 10.3 Nothing in these Terms shall exclude, restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.
- 10.4 In this clause 10 "A&G" refers to Allied and General Limited, and its respective directors, staff and agents, and in all cases any successors or assignees.
- 10.5 You agree that you have fully considered the provisions of this clause and all the other provisions of these Terms and that they are reasonable in the light of all the factors relating to the consultancy services.

## 11 Consumer Protection (Distance Selling) Regulations 2000

- 11.1 If you are a consumer (i.e. a person not instructing us for the purpose of your business) and if your instructions have not been given to us at a face to face meeting, the above Regulations apply and that we ask that you sign the Mandate: Letter of Authority, confirming that you accept and understand these Terms and return it to us as quickly as possible. On receipt of this we will regard ourselves as acting on your behalf.
- 11.2 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 by either delivering a note cancelling your instructions to our office or by sending it to A&G by post, fax or e-mail.
- 11.3 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 Mandate: Letter of Authority, you are agreeing that, to void 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.
- 11.4 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 30 days as laid down by the Regulations. By signing and returning the Mandate: Letter of Authority you are therefore agreeing that we need not perform the contract within a maximum of 30 days.

## 12 Third Party Rights

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

## 13 Commencement, variation and termination

- 13.1 Your continued instructions in connection with your claim will amount to an acceptance of these Terms. However, it may not be possible for us to start or continue work on your behalf until your signed copy or copies of the Mandate: Letter of Authority is returned to our office.
- 13.2 These Terms may be varied or superseded at any time, in writing, by us.
- 13.3 These Terms may be terminated by either party, with immediate effect by giving notice in writing.
  - 13.4 If you seek to terminate this agreement after the initial cancellation period set out in clause 11.2 and before A&G has received either and offer of compensation payment or a rejection letter from a product provider, you agree to pay A&G within 28 days of request, a fee calculated by reference to the number of hours spent by A&G pursuing our claim against the product provider at a rate of £40 per hour.
  - 13.5 If you seek to terminate this agreement after A&G has received an offer from a product provider, you agree to pay A&G within 28 days of request the fees set out in the table in the clause in 5.1 above calculated by reference to the amount offered by the product provider at the date of termination.
  - 13.6 You may be requested to supply additional information or complete additional paper work to proceed with your claim. If we do not receive the requested documents within 28 days of the initial request we will assume that you are terminating our services, with out written notification, as detailed in clause 13.3 and will pursue the fees detailed in clause 13.4.

## 14 Invalidity

- 14.1 If any provision (whether in whole or in part) of these Terms 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, and the legality and enforcement of the remainder of these Terms shall not be affected.

## 15 Whole agreement

- 15.1 These Terms set out the entire agreement between you and A&G. Neither party may rely on any agreement understanding or arrangement, which is not expressly set out in the Terms if Business. The Terms shall not be amended, modified, varied or supplemented except in accordance with the provisions of clauses 4.3, 5.4 and 13.2 above.

## 16 Applicable Law

- 16.1 These Terms shall be governed by, and construed in accordance with, English Law.
- 16.2 The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and any matter arising from them. Each 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.