

Bank Charge Terms of Service

Between

Investor Compensation (Claims) LLP

And

Name (1): _____ (2) _____

("the Client(s)")

Telephone Number Home:

Mobile:

Email address:

Our Services

The services provided by Investor Compensation (Claims) LLP consist of :

- (a) An assessment of a potential claim for Bank card charge refunds
- (b) Representing the Client's claim for compensation where Investor Compensation (Claims) LLP considers that there is a potential claim against the Third Party
- (c) Negotiating and obtaining a settlement figure that Investor Compensation (Claims) LLP deems appropriate in respect of the claim against the Third Party. Investor Compensation (Claims) LLP reserves the right not to pursue a claim for compensation, at any time, by notifying the client in writing
- (d) Where necessary and deemed appropriate, Investor Compensation (Claims) LLP will negotiate the case with the Financial Ombudsman Service

*["Third Party" refers to any bank, building society or credit card company that have levied unjust charges].

Our Service Charges

Investor Compensation (Claims) LLP will charge 25% of all compensation recovered (plus VAT on the 25%), you may be subject to a minimum fee of £50.00 on successful claims. **In the event your bank advises that you incurred no charges, you will be liable for a £50.00 service fee + VAT.**

You may terminate your contract with Investor Compensation (Claims) LLP by notifying us in writing within 14 days of the date of this document.

By signing below, the Client(s) accepts the Company's Terms of Service and Terms & Conditions (overleaf).

I/We have read the Terms of Service and the Company's Terms and Conditions and agree to be bound by them.

SIGNATURE 

PRINT NAME

Date

Date of Birth

SIGNATURE 

PRINT NAME

Date

Date of Birth

CALL OUR HELPLINE NUMBER: 0844 880 0648

Investor Compensation (Claims) LLP ■ Unit 1C ■ Riparian Way ■ The Crossings Business Park ■ Cross Hills ■ BD20 7AA

Telephone: +44 (0)844 880 0648 ■ Facsimile: +44 (0)844 875 9138 ■ E mail: info@investorcompensation.co.uk ■ Web: www.bankingrefunds.co.uk

Letter of Authority

Customer Name:

Customer Address:

Please insert your address details in this box

Bank Account Provider: (eg Barclays)

Bank Account Number (8 digit no.)

Sort Code (eg 10-01-90)

Please insert your account details in this box

To whom it may concern

As provided for under Rule DISP 2.7.2 R of the FSA Handbook, which states that “A complaint may be brought on behalf of an eligible complainant, or a deceased person who would have been an eligible complainant, by a person authorised by the eligible complainant or authorised by law”, I/we the undersigned authorise Investor Compensation (Claims) LLP to act on my/our behalf as agents in pursuing my/our complaint(s) in connection with bank charges that have been applied to my/our account over the past six years.

I/We confirm that we have a lawful contract with Investor Compensation (Claims) LLP and have expressly consented that all communication and payments from you must be made direct to Investor Compensation (Claims) LLP. This instruction relates to all products or claims with relation to the above named client.

I/We hereby advise that wilful failure to follow my/our express instructions with regard to dealing with Investor Compensation (Claims) LLP whom I/We have contracted with may render the offending party liable to legal recourse for procuring/inducing a breach of contract; restraint of trade; breaches of the Competition Act 1988, the Enterprise Act 2002 and Articles 81 & 82 of the EC Treaty.

Please take this letter as authority requiring you to deal directly with Investor Compensation (Claims) LLP and to provide any information that Investor Compensation (Claims) LLP requests as necessary to pursue my/our complaint(s) fully. This authority will endure until further notice.

Investor Compensation (Claims) LLP will, where applicable, instruct a solicitor from their panel to issue legal proceedings on your behalf at no cost to you.

All future correspondence should be forwarded to Investor Compensation (Claims) LLP.

Compensation should be paid in the form of a cheque and made out to Investor Compensation (Claims) LLP.

I/we confirm acceptance of this agreement and give full authority to pursue the complaint.

Signature(1) X

Print name

Date

Signature(2) X

Print name

Date

Credit Card Charge Terms of Service

Between

Investor Compensation (Claims) LLP

And

Name (1): _____ (2) _____

("the Client(s)")

Telephone Number Home:

Mobile:

Email address:

Our Services

The services provided by Investor Compensation (Claims) LLP consist of :

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Telephone: +44 (0)844 880 0648 ■ Facsimile: +44 (0)844 875 9138 ■ E mail: info@investorcompensation.co.uk ■ Web: www.bankingrefunds.co.uk

Terms and Conditions

- Investor Compensation (Claims) LLP are instructed to act as my/our representative in the recovery of excess charges imposed by my Bank (which within this context includes any generic provider of financial services)
- I/We agree that no agency other than Investor Compensation (Claims) LLP is currently acting for me/us in the recovery of the bank charges and that Investor Compensation (Claims) LLP is appointed as my/our sole representative in relation to this/these matter(s)
- Information relating to my/our claim will be provided to Investor Compensation (Claims) LLP upon commencement of this instruction. Investor Compensation (Claims) LLP will advise me/us of any further information required to pursue my/our claim and I/we will provide this information as soon as possible
- I/We understand that Investor Compensation (Claims) LLP, by virtue of the Statute of Limitation, can only recover those charges that have arisen during the past six years (five years if resident in Scotland)
- Upon receipt of the information from me/us and (where relevant), any additional information requested from the Bank, Investor Compensation (Claims) LLP may calculate the amount owed to me/us by the Bank in respect of bank charges (plus interest where due). However, Investor Compensation (Claims) LLP accepts no liability for any errors or omissions, should the amount of the claim be miscalculated or disputed
- Should any direct communication regarding this matter (including letters, telephone calls, or in personal conversations with the Bank's staff members) be entered into with the Bank, I/we will report this to Investor Compensation (Claims) LLP, within **3 days** from receipt and forward all relevant documentation directly to Investor Compensation (Claims) LLP
- Investor Compensation (Claims) LLP will submit all necessary correspondence to the Bank and negotiate with it for the recovery of my/our money. I/We shall abstain from any pre-court negotiations with the Bank unless agreed in advance with Investor Compensation (Claims) LLP
- Where requested, I/we will pay the £10 fee necessary to access my file (Data Subject Access Request)
- I/We understand that should I/we provide any information to Investor Compensation (Claims) LLP, which is untrue or misleading resulting in an unsuccessful claim that I/we will be liable for all fees and disbursements (including court and solicitors costs) which will be payable within **14 days** of receipt of an invoice submitted by Investor Compensation (Claims) LLP. Any work already completed may become chargeable at the rate of £85 + VAT per hour, or part thereof
- Should legal action become necessary to recover my/our money, Investor Compensation (Claims) LLP will pay the fee payable to provide representation at Court (if applicable). Following successful recovery, I/we will reimburse any such costs directly to Investor Compensation (Claims) LLP, within **14 days** of an invoice submitted by Investor Compensation (Claims) LLP
- When Investor Compensation (Claims) LLP have recovered the bank charges, we charge a **25% fee + VAT**
- A discounted fee initially fee payable (**£50 minimum**), is outlined below, subject to the condition that the invoice is paid within **14 days of issue**, upon expiry of which, the standard **25% + VAT** is payable on all sums recovered. Any court fees and/or solicitors costs, will be payable in addition to this fee should they be recovered from the Bank (whether they are included within the settlement or are in paid by the Bank in addition to the settlement)
- I/We agree that all monies recovered from the Bank shall be paid directly to Investor Compensation (Claims) LLP, should the Bank so allow. Investor Compensation (Claims) LLP are authorised by me/us to deduct from the amount recovered from the Bank their fee plus any other fee that they have paid on my/our behalf before they forward the balance to me/us. Investor Compensation (Claims) LLP will provide a receipted invoice with the settlement to demonstrate the amount(s) paid to them
- In the event that the Bank pays the settlement directly to me/us or if they reduce any of our debit balances by the settlement amount, then I/we will be liable to pay the fee (and any additional costs paid on my/our behalf) directly to Investor Compensation (Claims) LLP. (a) I/we agree to notify Investor Compensation (Claims) LLP of any settlement received from the Bank within **3 days** of receipt. (b) Investor Compensation (Claims) LLP will issue an invoice for their services which will be payable within **14 days** of issue
- I/We agree that Investor Compensation (Claims) LLP can deduct the fees for my claim from my credit card upon completion of my case.
- Investor Compensation (Claims) LLP may at their discretion charge interest on any unpaid invoice at the rate of 8% in respect of unpaid invoices.
- I/We agree not to accept any settlement that is communicated directly to us by the Bank without the consent of Investor Compensation (Claims) LLP
- Should Investor Compensation (Claims) LLP be unable to recover any of my/our bank charges then no fee will be payable; however, if I/we knowingly submit a frivolous or vexatious claim, then an administration fee of £50 may be payable
- Termination: (a) Investor Compensation (Claims) LLP may terminate this agreement should the amount recoverable be deemed to be insufficient to progress. (b) I/We may terminate our instructions by providing written notice to Investor Compensation (Claims) LLP within **14 days** of the date of this document. **(It is recommended that you send any notice of cancellation by recorded delivery post)**. Termination after this period will be at the discretion of Investor Compensation (Claims) LLP and only then in exceptional circumstances; I/we will be liable for those costs which are equal to the sum payable in my/our case should my/our claim have been settled in full. Should the value of my/our claim be unknown then I/we may be liable for the reasonable costs incurred by Investor Compensation (Claims) LLP at the rate of £85 + VAT per hour, or part thereof
- I/We understand that Investor Compensation (Claims) LLP will not disclose my/our personal information to anyone else
- This agreement is covered by the Jurisdiction of English law and the Courts of England and Wales
- These Terms and Conditions relate to any and all products or claims for which the client has instructed Investor Compensation (Claims) LLP to act on their behalf.

The Claims Process

- Once we have received your claim pack, we will assess the viability of your claim. Following an assessment of your claim, we will raise a formal complaint against your bank for the unlawful charges against your account. Simultaneously, we will request a full financial breakdown of all account charges.
- In the event that your bank fails to respond within 8 weeks from our original communication, then we have the option to a) issue a formal complaint to the Financial Ombudsman and/or the Financial Services Authority (FSA), or b) to commence legal proceedings against your bank. Either option is dependant on your claim value and will be confirmed if your bank fails to respond in the allotted time.
- Once settlement of your claim has been confirmed, your invoice will be raised – you must settle this within **14 days** of issue. Once you have settled your invoice in full our authority will cease and we will be discharged of any further obligations to you.

During our claim's process, we would ask that you limit any telephone contact unless absolutely necessary because any time spent discussing your claim restricts the claim progress and increases the processing time.

Throughout our process, you may receive communications directly from your bank regarding the progress of your claim, including statements and gestures of goodwill settlements. You must contact us within **3 days** of any offer or any such communication. By doing so, you will assist the progress of your claim. We have discovered a number of major high street banks are using an array of delaying tactics or attempting to offer tiny settlements. We can only advise you of the significance of any such communication if you promptly advise us upon receipt. You are advised that if you fail to advise us of any communication from your bank, you will not only impede the progress of your claim, but may also be liable to repay disbursement costs including but not limited to: legal fees, court fees and our service charge.

Non Payment of Invoice

Without exception, all invoices must be paid in full within **14 days** of issue. The costs of any telephone calls and invoice reminders may be added to the outstanding debt –

- | | | |
|----------|-------|------------------------------------------|
| • £10.00 | + VAT | Second and subsequent written reminder |
| • £ 3.50 | + VAT | Second and subsequent telephone reminder |
| • £50.00 | + VAT | Solicitors Letter Before Action (LBA) |

Debt Recovery

The costs of any County Court action (£25 - £100) will be added to the outstanding debt together with statutory interest, pursuant to Section 69 of County Court Act 1984 until the debt is paid in full.

Letter of Authority

Customer Name:

Customer Address:

Please insert your address details in this box

Credit Card Account Provider: (eg Virgin Money)

Credit Card Name (eg MBNA)

Credit Card Account Number (16 digit card no.)

3 Digit Security Number (Last 3 digits on back of card)

Start Date _____ **Finish Date** _____

Please insert your account details in this box

To whom it may concern

As provided for under Rule DISP 2.7.2 R of the FSA Handbook, which states that “A complaint may be brought on behalf of an eligible complainant, or a deceased person who would have been an eligible complainant, by a person authorised by the eligible complainant or authorised by law”, I/we the undersigned authorise Investor Compensation (Claims) LLP to act on my/our behalf as agents in pursuing my/our complaint(s) in connection with bank charges that have been applied to my/our account over the past six years.

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I/We hereby advise that wilful failure to follow my/our express instructions with regard to dealing with Investor Compensation (Claims) LLP whom I/We have contracted with may render the offending party liable to legal recourse for procuring/inducing a breach of contract; restraint of trade; breaches of the Competition Act 1988, the Enterprise Act 2002 and Articles 81 & 82 of the EC Treaty.

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All future correspondence should be forwarded to Investor Compensation (Claims) LLP. Compensation should be paid in the form of a cheque and made out to Investor Compensation (Claims) LLP.

I/we confirm acceptance of this agreement and give full authority to pursue the complaint.

Signature(1) X

Print name

Date

Signature(2) X

Print name

Date