

**All Square Finance Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities (Number: CMR31952).**

These terms of business (the "Terms") together with the Letter of Authority Form and Letter of Instruction set out the entire rights and obligations of You and Us regarding the provision of Our Services. You should read these Terms carefully before signing and if You do not understand any aspect please ask Us for further information before signing.

**1. Definitions**

**"Agreement"** - the agreement entered into by You with Us in respect of Your Claim(s) and the provision of Our Services which consists of these Terms, the relevant Letter of Authority Form and Letter of Instruction.

**"Bank"** - the bank(s), financial institution(s), other provider(s) of financial services and/or any other entity with responsibility or liability in respect of any Claim and to whom We may submit a Claim on Your behalf.

**"Business Day"** - any day other than a Saturday, Sunday or bank or public holiday in England and Wales.

**"Claim"** - each claim, complaint or cause of action which You may have against the Bank for direct losses in respect of: (a) the mis-selling of any Product (including with respect to the pricing of any Product); and/or (b) any act, omission, misconduct, failure or delay by the Bank in connection with the provision, management and/or administration of any Product and/or Your relationship with the Bank generally (and in either of the foregoing cases, if applicable, any claim for any other type of loss or damage; in respect of any other matter; and/or brought on any other grounds which We may agree to bring on Your behalf).

When used in the Agreement "Claim" refers, as applicable in the circumstances, to either an Original Claim or any Claim which is the subject of an Improvement Engagement.

In the event that We are willing to provide the Services for You in accordance with the Agreement, we will further specify the Claim to which the Agreement applies in the Letter of Instruction and Claim, for the purposes of the Agreement, shall be interpreted in accordance with the definition within the Letter of Instruction.

Claim may also include any additional Claims which We may subsequently agree to provide the Services in respect of as a result of the operation of paragraph 3.

**"Fees"** - the fees or other amounts payable by You to Us under the Agreement and in particular, but without limitation, the fees as detailed in paragraph 5.

**"Improvement Engagement"** - where the Services which You engage Us to provide are to investigate any Claim which may have been made by You or on Your behalf prior to the date of the Agreement which resulted in the relevant Bank making You an offer to settle that Claim with a view to Us advising You whether We consider there is a viable prospect of You obtaining an Improved Offer in respect of that Claim and if so, Us submitting a claim for an Improved Offer to the Bank on Your behalf.

**"Improved Offer"** - in relation to any Claim which is the subject of an Improvement Engagement, an offer by the relevant Bank to provide You with a Settlement Amount at any time after the date of the Agreement which is more advantageous to You than any offer to settle that Claim which was made prior to the date of the Agreement.

**"Letter of Authority Form"** - the form which We provide to You and You must sign and return to Us to enable Us to obtain information and documentation from the Bank on Your behalf.

**"Letter of Instruction"** - the letter which We may send to You at Our discretion following receipt of Your signed copy of these Terms confirming that We are willing to provide the Services for You and setting out further details relevant to Our appointment such as details of the applicable Claim and Bank. In the event of there being any inconsistency or contradiction between such letter and these Terms, such letter will control and take precedence.

**"Original Claim"** - each Claim made by Us to the Bank on Your behalf which is the first Claim submitted (whether by Us or anyone else) in respect of (as applicable): the Product(s); and/or the other subject matter of the Claim in question.

**"Product(s)"** - each financial product or service (whether related to interest rate hedging, loan insurance, pensions, annuities, investments or otherwise) provided by or on the behalf of the Bank and which is identified (whether by You, Us or otherwise) at the start of the Agreement as forming part of Your Claim together with any other such product or service which is identified (whether by You, Us or otherwise) at a later date and which We then agree will form part of Your Claim.

**"Services"** - the services that We agree to provide to You as described in detail in the Agreement, being in summary: in relation to Original Claims the initial assessment of Your Claim, the preparation, submission, negotiation and progression of Your Claim (if We assess Your Claim to be viable); or, in relation to an Improvement Engagement, an assessment of any previous offers made to You to settle that Claim, the preparation, submission, negotiation and progression of a claim for an Improved Offer (if We assess the prospect of an Improved Offer being made to be viable). In either case, such services also include the investigation and, if applicable, submission of any potential further Claims which You may have.

**"Settlement Amount"** - all sums or other relief capable of being assessed in money or money's worth paid or provided or to be paid or provided to You or which is otherwise reflected in any settlement offer made (whether by the Bank or otherwise) in respect of any Claim (whether that is an Original Claim, a Claim which is the subject of an Improvement Engagement and/or any Claim which We agree to provide the Service in respect of after the date of the Agreement pursuant to paragraph 3) (gross of any tax You are liable to pay), being the total value of the financial benefits to You, including (without limitation) any cash or cheque or other payment, any reduction in Your account balance, any reduction in Your account arrears, any goodwill payments, provision of any improved or advantageous loan terms and/or terms relating to any Product, the benefit of any Product and/or associated loan being cancelled, any waiver of termination fees (including the benefit of avoiding or being released from prospective or potential liability to pay termination fees as a result of the cancellation of any Product, regardless of whether cancellation is deemed to be by You or the Bank and regardless of whether or not You would have to or do in fact exercise any such right of cancellation) or repayment of fees, the financial benefit to You of any break fees which are provided as part of that settlement and any interest paid in relation to the Claim.

For the purposes of this Agreement, any and all such financial benefits received by you in respect of your Claim shall be sums recovered in respect of your Claim and shall form part of the Settlement Amount for the purpose of the calculation of our Fees.

**"You" and "Your"** - you the entity named in these Terms and the Letter of Instruction, being the person(s) engaging Us on the basis of the Agreement to provide the Services and being the party to the Product(s) or otherwise entitled to bring a Claim in respect of the Product(s).

**"We", "Us" and "Our"** - All Square Finance Limited (registered number 08246245, operating under CRM31952) whose registered address is Unit 1C, Riparian Way, The Crossings Business Park, Cross Hills, Keighley, West Yorkshire BD20 7AA or anyone to whom we transfer any of Our rights and/or obligations under the Agreement.

**2. The Agreement between You and Us**

2.1. By submitting a signed copy of these Terms to Us You are requesting Us to act as Your exclusive representative in Your Claim and, subject to Us issuing a Letter of Instruction confirming that We are willing to act for You in that capacity, We agree to act on Your behalf and to provide the Services on the terms of the Agreement. Your request to appoint Us starts when We receive Your signed copy of these Terms and Our obligation to provide Services for You will start if and when We issue a Letter of Instruction to You.

2.2 We may decline to act for You at Our discretion for any reason and should We decide to do so then We will tell You in writing as soon as reasonably possible. You may also withdraw Your request for Us to act and/or terminate Our appointment to act at any-time by notifying Us in writing in accordance with paragraph 6.2. By providing Us with a signed copy of these Terms You are offering to enter into a binding contract with Us on the terms of the Agreement which offer may be accepted by Us if and when We issue a Letter of Instruction to You. Any Claim made by Us under this Agreement shall only be for direct losses unless We agree to bring a claim for other types of loss (such as consequential loss) on Your behalf. Please note We do not guarantee that We will be able to pursue any claim for other losses (including for any consequential losses) on Your behalf.

2.3. You confirm that You hold all necessary authority to appoint Us to provide the Services for You in accordance with and subject to the Agreement. In particular, You confirm that no other organisation, person or other entity other than Us is acting for You in relation to Your Claim and You agree not to appoint any other organisation, person or other entity in relation to Your Claim during the term of the Agreement.

2.4. Any brochures or advertising materials issued by Us, and any descriptions or illustrations contained therein, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force. However, the foregoing shall not act so as to limit or exclude any liability on Our part for fraud or fraudulent misrepresentation.

2.5. You have the right to seek further advice or to shop around for the provision of services related to Your Claims before You enter into the Agreement, but You should be aware that time limits within which Your Claim must be brought may apply and Your Claim may be prevented if it is not brought within any applicable time limit.

2.6. You may also have alternative mechanisms for pursuing Your Claim or obtaining redress, including coverage under a legal expenses policy and/or an application to The Financial Ombudsman Service (where You pass certain qualifying criteria). We will make reasonable enquiries with You as to whether such alternative mechanisms for pursuing Your Claim exist and will advise you of the existence of any ombudsman or other official means of redress.

**3. Further Claims**

3.1. In addition to providing Services in respect of those Claims of which We are engaged as at the date of the Agreement You also engage Us to take reasonable steps (at Our discretion) to investigate any further potential Claims which You may have. Such reasonable investigation will form part of the Services to be provided in respect of the Claim. We will report to You any such further potential Claim We may identify or which may be identified to Us after the date of the Agreement (whether by You, the Bank or otherwise).

3.2. Any potential further Claim that You and We agree shall be brought by Us on Your behalf shall, from the point of such agreement, be treated as an additional and separate Claim. At our sole discretion, we may decide whether to agree that the additional Claim, and the Services to be provided in respect of that additional claim, shall form part of the existing Agreement, in which case any sum recovered in respect of that additional claim will form part of the Settlement Amount for the purposes of calculating our Fees in accordance with this Agreement. Alternatively, we may offer you a separate agreement in respect of that additional Claim.

3.3 In the event that we decide to agree to the additional Claim forming part of the existing Agreement, we will provide you with an updated Letter of Instruction in respect of the Claim, to include the additional Claim.

**4. The Claims Process**

4.1. You shall provide to Us throughout the term of the Agreement all appropriate and available information relating to Your Claim as soon as possible. We will rely on all of the information that You provide as being true and accurate and You must promptly notify Us in writing should You become aware that any information You have provided is untrue, inaccurate or misleading in any way.

4.2. Once We have received Your signed Letter of Authority Form and issued a Letter of Instruction to You (or, if later, received sufficient information from You), We will assess whether We consider Your Claim to be viable. If We consider that it is viable, We will:

**in relation to an Original Claim:**

4.2.1 submit that as a Claim to the Bank, requesting (as applicable) full details of the Product(s) and the circumstances surrounding its provision and/or the circumstances or other matters relating to the subject matter of Your Claim and requesting financial redress of such sum as We consider to be reasonable based on the information that You have provided to Us and notify You that we have raised such a Claim on Your behalf;

4.2.2 provide the Bank with any relevant information that We have received from You;

4.2.3 take such action to progress Your Claim as We consider reasonably appropriate and use Our reasonable endeavours to communicate with the Bank for a settlement of Your Claim;

4.2.4 provide to You or obtain for You an assessment as to whether any proposed Settlement Amount is appropriate redress, based on a calculation of appropriate financial redress in respect of Your Claim; and

4.2.5 promptly notify You once We are informed of the outcome of the Claim.

**in relation to an Improvement Engagement:**

4.2.1 familiarise ourselves with Your previous Claim and offers to settle that previous Claim;

4.2.2 advise You as to whether We consider there is a viable prospect of You obtaining an Improved Offer in respect of that previous Claim;

4.2.3 where We consider that there is a viable prospect of You obtaining an Improved Offer, take such action to progress Your Claim (including the submission of Your Claim to the applicable Bank) as We consider reasonably appropriate and use Our reasonable endeavours to communicate with the Bank for a settlement of Your Claim;

4.2.4 provide to You or obtain for You an assessment as to whether any proposed Improved Offer is appropriate redress, based on a calculation of appropriate financial redress in respect of Your Claim; and

4.2.5 promptly notify You once We are informed of the outcome of the Claim.

4.3. If, at Our complete discretion, We consider that Your Claim is not viable at any time, whether due to it being outside of any applicable limitation period, the relevant amount being too small or for any other reason, or where, in relation to an Improvement Engagement, We consider that the likelihood of obtaining an Improved Offer is not viable or otherwise low, We will notify You, (providing reasons for Our decision) following which You will not be required to pay anything to Us and We shall be entitled, without incurring any liability to You, to cease to provide the Services in relation to the Claim and terminate the Agreement in respect of that Claim.

4.4. You authorise Us on Your behalf and as Your representative to:

4.4.1 take those actions set out in paragraph 4.2;

4.4.2 request appropriate further information from the Bank relating to Your Claim;

4.4.3 submit a Claim on Your behalf;

4.4.4 withdraw Your Claim, at Our absolute discretion, in the event that We are provided with evidence that the Claim duplicates a Claim already made by You or on Your behalf other than through Us (excluding, in the case of any Improvement Engagement, any Claims made prior to the date of the Agreement relating to that Improvement Engagement which You notified Us of prior to the date of the Agreement) although for the avoidance of doubt, any withdrawal of a Claim pursuant to this paragraph 4.4.4 shall not prejudice any right to receive payment from You which We may be entitled to under the Agreement and/or any other rights or remedies which We may have against You with respect to any breach of this Agreement (and in particular, any breach by You of paragraph 2.2); and

4.4.5 take any other actions which are reasonably required in relation to the above or otherwise to assist Us with providing the Services and performing Our obligations under the Agreement.

4.5. You will:

4.5.1 provide any further information that may be necessary for Us to investigate and progress Your Claim as soon as possible on request;

4.5.2 co-operate with Us and provide all assistance from time to time requested by Us in all matters relating to the Services and the Claim;

4.5.3 notify Us within five Business Days if You receive communications directly from the Bank regarding the progress of Your Claim (which may include telephone calls, receipt of statements and gestures of goodwill settlements) and forward any paperwork connected with this to Us as soon as possible if We request it (please note that if You fail to advise Us of any communication from the Bank, You may impede or compromise the progress of Your Claim and/or Our ability to provide the Services in accordance with the Agreement); and

4.5.4 not accept any settlement or Improved Offer that is communicated directly to You by the Bank unless agreed in writing in advance with Us.

4.6. You agree that We can attend any meetings between You and the Bank in the event We deem it is necessary.

4.7. You agree that all decisions relating to acceptance or otherwise of any Settlement Amount or Improved Offer which may be made are to be taken by You. However, should You decline to accept any Settlement Amount offered or Improved Offer made and We, acting reasonably, consider that the relevant Bank is unlikely to offer You an increased Settlement Amount or Improved Offer then We will notify You, (providing reasons for Our decision) and We shall be entitled, without incurring any liability to You, to cease to provide the Services in relation to the applicable Claim and terminate the Agreement in respect of that Claim.

4.8. You authorise Us to make a request under section 7 of the Data Protection Act 1998 on Your behalf, to relevant parties connected with Your Claim. We may restrict the scope of the request to particular information or classes of information. Any fee payable to the third party in respect of such any request will not be charged by Us to You.

4.9. If Your Claim has not been settled or the Agreement has not terminated or been cancelled in either case within two years from the start of the Agreement, We will conduct twice in each year a review to consider the current status and future viability of the Claim. We will discuss the results of each review with You. The first review will be within three months of the second anniversary of the start of the Agreement.

4.10. If the Bank fails to respond to Us or to You within 8 weeks of Our initial communication under paragraph 4.2, You may have certain options available to You and We will discuss these options with You at the time. In such circumstances, We will not be under any obligation to take any particular action on Your behalf unless We consider that it is appropriate in all the circumstances.

4.11. If the performance of any of Our obligations under the Agreement is prevented or delayed by any act or omission by You, or Your failure to perform any relevant obligation (each a "**Customer Default**"):

4.11.1 We shall, without limiting Our other rights and remedies, have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays the performance of any of Our obligations; and

4.11.2 We shall not be liable for any costs, losses, damages or expenses sustained or incurred by You arising directly or indirectly from the Customer Default.

**5. Our Fees and How You pay Us**

5.1. Unless We agree in writing to apply a different Fee, the Fee that You will pay to Us in respect of each Claim shall be 27.5% (twenty-seven point five percent) of any Settlement Amount. Note that for the purposes of the Agreement and in particular, the calculation of Our Fees, the Settlement Amount is the gross value of such Settlement Amount before the deduction of any tax.

5.2. VAT will be payable on the Fee at the prevailing rate from time to time in force. The Fee payable by You, including any VAT on that Fee, cannot, in any circumstances, exceed 50% of the Settlement Amount and in the event that any part of this Agreement otherwise provides to the contrary, the Fee shall be limited in accordance with the terms of this clause.

5.3 The Fee payable by You is inclusive of any disbursements incurred by Us in respect of counsel's fees (including VAT if applicable). We do not anticipate incurring any counsel's fees in respect of Your Claim, but if we do, We will bear that cost out of Our Fee.

5.4. The nature of Your Claim is such that it is unlikely that You will be entitled to receive any of Your costs, including any part of Our Fee, from the Bank even if successful. In the event that You do become entitled to receive any of Your costs from the Bank or any other party to the Claim, then we shall give credit against our Fee for any Costs that have been paid or are payable to You by any such party and the Fee payable to Us in respect of Your Claim will therefore be net of such sums.

5.5 In addition to the Payment, You are also liable to pay Our expenses (excluding any disbursement in respect of counsel's fees) in relation to Your Claim, net of any amount in respect of those expenses which has been paid or is payable to You by any other party to the Claim. It is unlikely that there will be any such expenses in relation to Your Claim. However, in the event that it is appropriate to incur such an expense in order to reasonably progress Your Claim, we will inform You of the anticipated cost prior to incurring such expense.

5.6 An example of how Our Fee is calculated is set out below:

	<b>Example 1</b>		<b>Example 2</b>
	<b>Cash redress settlement only</b>		<b>Cash redress &amp; noncash redress settlement</b>
• <b>Cash redress</b>	£100,000		£100,000
• <b>Non-cash redress ('Break Costs')</b>	Not applicable		£20,000
• <b>Total Settlement Amount</b>	£100,000		£120,000
• <b>Our Fee based on cash redress @ 27.5%</b>	£27,500		£27,500
• <b>Our Fee based on non-cash redress @ 27.5%</b>	Not applicable		£5,500
• <b>Fee payable by You</b>	£27,500		£33,000
• <b>VAT @20%</b>	£5,500		£6,600
• <b>Total Fee payable by You (Inc. VAT)</b>	<b>£33,000</b>		<b>£39,600</b>

**Plus any expenses, excluding Counsel's Fee**

5.7. The reasons for setting the Settlement Fee at the level set out above are:

5.7.1 if Your Claim is unsuccessful, We will not be entitled to any payment for the Services We have performed to that point, except in the limited circumstances as provided for under paragraph 6; and

5.7.2 Our assessment of the risks of the Claim which include:

5.7.2.1 the factors set out in any risk assessment which We may provide; and

5.7.2.2 the Claim being factually complex, meaning that it is impossible, particularly at an early stage, to assess the full risk. The relevant facts and therefore the risk assessment may change significantly during the course of the Claim.

5.8. We will issue an invoice in respect of Our Fees and any expenses and send it to You as soon as possible following the earliest date on which We become aware that the Bank has offered to pay or provide to You and You have accepted or the Bank has paid or provided to You a Settlement Amount. Where parts of a Settlement Amount are offered to You or paid or provided to You on different dates, We may produce an invoice in respect of each such amount.

5.9. When the Bank pays or provides some or all of the Settlement Amount directly to You, You must notify Us of such payment or provision within 5 Business Days of You becoming aware of it; otherwise We will notify You of such payment or provision within 5 Business Days of Us becoming aware of it, should We become aware of it before We have been notified by You.

5.10. You must pay Our invoices (whether for Our Fees or other amounts which may become payable by You under the Agreement) within 14 consecutive days of issue. Unless specified otherwise by us in writing, Settlement Fees and any other amounts payable to Us under the Agreement are stated exclusive of VAT which shall, if applicable, be payable by You in addition at the applicable rate from time to time in force, subject to provision by Us of a valid VAT invoice for the amount in question.

5.11. If any form of tax is payable by You or on Your behalf in relation to the Settlement Amount (such as income tax which is payable by You in respect of the interest paid to You as part of the Settlement Amount), You shall make payment in full and on time and We shall have no responsibility to make any such payment on Your behalf.

5.12. In respect of any invoices that remain unpaid after the due date for payment, We may at Our discretion and without prejudice to any other rights or remedies available to Us:

5.12.1 suspend without liability further provision of any services for You (whether under the Agreement to which the overdue invoice relates or otherwise) until such time as all overdue amounts have been paid by You together with any other applicable amounts as detailed in this paragraph 5.12;

5.12.2 commence debt collection proceedings to recover the amount due;

5.12.3 charge interest on the amount unpaid at the rate of 8% above Barclays Bank base rate per annum from the date of any invoice; and

5.12.4 seek to recover any legal costs and disbursements incurred by Us as a result of any legal proceedings commenced against You by Us for non-payment of Our invoice.

5.13. We will provide a pre-litigation service to You on the terms of the Agreement. If We are unable to resolve Your Claim at a pre-litigation stage, having particular regard to any statutory limitation dates, and We consider that You may benefit from representation by a law firm offering full litigation services including issuing court proceedings, We will advise You of this at the earliest possible stage. If We advise You of this, whether or not You choose to engage with a law firm following Our advice, We confirm that no fees or charges will be payable by You to Us under the Agreement. It is a decision for You whether to contract for the provision of any legal services. You would contract and pay for such services directly. We may receive commission payable by legal services providers that We recommend to You where We agree that such services are of benefit to You. On written request by You, We will inform You of the amount of any such commission or other incentive in writing free of charge within 40 days of the request.

5.14. For the avoidance of doubt, this paragraph 5 shall survive any termination/cancellation of the Agreement.

## **6. Termination/Cancellation**

6.1. Without prejudice to any other right or remedy that We may have, We may terminate the Agreement (or, at Our discretion, terminate the provision of Services related to a particular Claim) on written notice:

6.1.1 in the event that You are in breach of the Agreement, and in the event of a breach that is capable of remedy You fail to do so within 14 days of receipt of a notice from Us specifying the breach and requiring the same to be remedied (and without limitation, any failure by You to pay Our Fees or other amounts due to Us under and in accordance with the Agreement shall constitute a breach by You of the Agreement which is capable of remedy); or

6.1.2 in the event that You become bankrupt, insolvent, enter into administration or any other event analogous with any of the foregoing; or

6.1.3 in the circumstances set out in paragraph 4.3; or

6.1.4 if We consider (whether as a result of any review under paragraph 4.9 or otherwise) that Your Claim is no longer viable or has a significantly lower chance of success than was previously understood by Us; or

6.1.5 if We become aware that You are pursuing Your Claim independently of the Agreement in breach of paragraph 2.2; or

6.1.6 if You choose not to engage with a law firm following Our advice that You do so under paragraph 5.10;

6.1.7 in the circumstances set out in paragraph 4.7; or

6.1.8 if You and We agree to terminate the Agreement.

6.2. You may cancel the Agreement at any time by providing written notice to Us which You must send in accordance with the procedure detailed in paragraph 10.3. If You cancel the Agreement:

6.2.1 before You receive a Letter of Instruction from Us or within 14 days of the date on which You receive a Letter of Instruction from Us You will not be required to make any payment to Us in respect of Services performed prior to the date of such cancellation (regardless of whether or not prior to the date of such termination We have submitted any Claim on Your behalf);

6.2.2 after such 14 day period and as at the date of such termination We have not yet submitted any Claim on Your behalf.

In such circumstances, You will not be liable to pay us any Fee unless Your Claim is subsequently successful (whether as a result of its continued pursuit by You or by someone else on Your behalf and whether as a result of a settlement, court proceedings or otherwise), as a result of the Bank offering, paying or providing a Settlement Amount. In the event that Your Claim is subsequently successful, You will be liable to pay Us Our Fee based on the Settlement Amount in accordance with the terms of this Agreement, save that in the circumstances set out under this paragraph 6.2.2 and 6.3 below (only) we will limit that Fee such that the payable amount of that Fee does not exceed the lesser of the Fee or a sum calculated as being equal to the reasonable costs incurred by Us in performing the Services prior to the date of such cancellation, calculated by reference to the time which We have spent performing those Services (at a rate of £90 plus VAT per hour for Claims Handlers and £150 plus VAT per hour for Supervisors); or

6.2.3 after such 14 day period and as at the date of such termination We have submitted any Claim on Your behalf then:

6.2.3.1 If the Bank has at that point offered, paid or provided or thereafter should subsequently offer, pay or provide a Settlement Amount We shall be entitled (and You shall pay in accordance with the Agreement) Our Fee, calculated in accordance with this Agreement, unless We elect at Our discretion to limit the payable amount of the Fee to a sum calculated as being equal to the reasonable costs incurred by Us calculated on the basis provided for under paragraph 6.2.2, if such sum is less than the Fee otherwise payable; or

6.2.3.2 If the Bank has not at that point offered, paid or provided a Settlement Amount, You will not be liable to pay us any Fee unless Your Claim is subsequently successful (whether as a result of its continued pursuit by You or by someone else on Your behalf and whether as a result of a settlement, court proceedings or otherwise), as a result of the Bank offering, paying or providing a Settlement Amount. In the event that Your Claim is subsequently successful, You will be liable to pay Us Our Fee based on the Settlement Amount in accordance with the terms of this Agreement, save that in the circumstances set out under this paragraph 6.2.3.2 (only) we will limit that Fee such that the payable amount of that Fee does not exceed the lesser of the Fee or a sum calculated as being equal to the reasonable costs incurred by Us in performing the Services prior to the date of such cancellation, calculated on the basis provided for under paragraph 6.2;

6.2.4 For the purposes of this paragraph 6.2, We shall be deemed to have submitted a Claim on Your behalf on the earliest that any of the following should occur: (a) We notify You that having reviewed Your Claim We recommend and intend to submit that as a Claim to the applicable Bank on Your behalf; (b) We notify the applicable Bank that You have appointed Us to investigate Your Claim; (c) We notify the applicable Bank of Your Claim; in any of the foregoing cases regardless of whether such notification is provided by Us orally, in writing or by any other means; or (d) the Financial Conduct Authority (or any other relevant entity) announces that Your Claim may be entitled to participate in any group or collective investigation or compensation scheme.

6.3. If We terminate the Agreement pursuant to:

6.3.1 paragraph 6.1.1, 6.1.2, or 6.1.5 then You will be liable to pay Us an amount calculated in accordance with the principles set out in paragraph 6.2.2; or

6.3.2 paragraph 6.1.7 then You shall be liable to pay to Us a sum calculated as being equal to the reasonable costs incurred by Us in performing the Services prior to the date of such termination, calculated by reference to the time which We have spent performing those Services (at a rate of £90 plus VAT per hour for Claims Handlers and £150 plus VAT per hour for Supervisors)

Should We terminate other than pursuant to such paragraphs then You will not be required to make any payment to Us in respect of Services performed prior to the date of such termination, whether You are subsequently offered a Settlement Amount or not.

6.4. On termination/cancellation of the Agreement for any reason:

6.4.1 You shall immediately pay Us all of Our outstanding unpaid invoices and interest thereon in accordance with paragraph 5.9.3 (if applicable);

6.4.2 the accrued rights, remedies, obligations and liabilities of the parties as at termination/cancellation shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination/cancellation or expiry; and

6.4.3 any provision of the Agreement which, whether expressly or by implication, is to survive termination/cancellation shall continue in force and effect.

## **7. Limitations on Our liability**

7.1. Subject to paragraph 7.5, We shall have no liability to You for any loss to the extent it arises as a result of any information provided by You being inaccurate or incomplete.

7.2. Subject to paragraph 7.5, We shall under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of business; loss of use; loss of profit; loss of anticipated profit; loss of contracts; loss of revenues; loss or damage to goodwill or brand; loss of anticipated savings; loss of data or use of data; product recall costs; damage to reputation (in any of the foregoing cases whether direct or indirect); and/or any consequential, special or indirect loss or damage in any case, regardless of whether or not We were aware or had been made aware (or ought reasonably to have been aware) at the time of entering into the Agreement of the risk that such loss or damage might occur.

7.3. We shall have no liability to You for any loss to the extent it arises, as a result of any services or funding facility being withdrawn or terminated by the Bank in connection with Your Claim.

7.4. Subject to paragraph, Our liability to You in respect of all losses arising under the Agreement that are not excluded under the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £100,000 (one hundred thousand pounds).

7.5. Nothing in the Agreement shall limit or exclude Our liability for:

7.5.1 death or personal injury caused by Our negligence, and/or by the negligence of any other person for whom We are liable;

7.5.2 fraud or fraudulent misrepresentation; and/or

7.5.3 any other liability of Ours which may not be legally excluded or limited.

Each provision of the Agreement shall be read as subject to this paragraph 7.5 and not provision of the Agreement is intended to or shall be interpreted as seeking to limit or exclude any of the foregoing types of liability.

## **8. Changes to the Agreement**

8.1. We may make changes to the Agreement and/or to Our Fees, including any variation to the basis on which We charge for providing Services (each a “**Change**”), by giving You at least 15 Business Days advance notice in writing.

8.2. When We give you notice of a Change, that Change will take effect 15 Business Days after Our notice to You or at such later date as may be specified in that notice, unless You cancel the Agreement under paragraph 6.2 within the 15 Business Day period following receipt of Our notice. Where the Change is necessary in order for Us to comply with Our legal or regulatory obligations or regulatory best practice; is as a result of any change of law/introduction of any new law; and/or is of a nature that could reasonably be regarded as minor and You cancel the Agreement under paragraph 6.2 within the 15 Business Day period as a result of Us making such Change, You will be required to pay Us any applicable cancellation payments as set out in paragraph 6.2. Where any other Change is made and You cancel the Agreement under paragraph 6.2 within the 15 Business Day Period as a result of Us making such Change, You will not be required to pay to Us any cancellation payments as set out in paragraph 6.2.

8.3. No variation or amendment of the Agreement proposed by You shall be binding unless made in writing and signed by or on the behalf of each of the parties.

**9. Statement of Data Protection**

- 9.1. We recommend that You read this statement carefully as it defines the personal data We obtain about You (and any of Your employees) and how the information is used. Please be aware that We may record and monitor Your calls to maintain or improve Our services and/or to enable Us to investigate complaints.
- 9.2. Personal data supplied by You will not be passed on to anyone other than:
  - 9.2.1 to the extent that it is reasonably necessary for Us to do so in order to provide the Services for You;
  - 9.2.2 as required or permitted by law, court orders or as requested by any government or law enforcement authority;
  - 9.2.3 to associated companies or selected third parties in accordance with paragraph 9.3; and/or
  - 9.2.4 to any company or other entity to whom We may either transfer or subcontract any or all of Our rights and/or obligations to You under the Agreement.
- You confirm that You have the authority to provide any personal data to Us for use as contemplated under the Agreement and in particular that You have obtained all necessary permissions and consents required to transfer such personal data to Us and to authorise Us to use that personal data as contemplated under the Agreement.
- 9.3. We will contact You by email, text and telephone with details of Our own and associated companies' products and services which We think may be of interest to You, and will share Your information within Our group for that purpose. If You agree, We will also share Your information with selected third parties so that they can contact You with details of their products and services in the same way. Please see Our privacy policy (which is available at allsquare.co.uk or on request) for further details. If You would rather not have this information shared or hear from Us about these additional products and services, please tell the caller, or use the opt out in the email/texts or follow the opt out procedure as detailed in Our privacy policy.
- 9.4. If You give Us Your email address and communicate with Us over the internet You will be deemed to accept the level of security in such communications and agree that We can communicate with You by email and other online means.
- 9.5. Our Privacy Policy sets out details of how You can submit subject access requests to Us concerning any personal data which We may hold.

**10. General Terms**

- 10.1. We may engage one or more agents to provide some or all of the Services on Our behalf. We may at any time assign, transfer, charge, or deal in any other manner with all or any of Our rights under the Agreement and may subcontract or delegate in any manner any or all of Our obligations under the Agreement to any third party or agent.
- 10.2. You shall not without Our prior written consent, assign, transfer, charge, subcontract or deal in any other way with all or any of Your rights or obligations under the Agreement.
- 10.3. Notices:
  - 10.3.1 any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company or limited liability partnership) or at its last known address (if an entity without a registered office address);
  - 10.3.2 any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed (provided that in each case the sending party retains evidence of having sent such notice in accordance with this paragraph 10.3 and produces such evidence on request);
  - and
  - 10.3.3 this paragraph 10.3 shall not apply to the service of any proceedings or other documents in any legal action.
- Notices served under the Agreement shall not be validly served if sent by e-mail or fax.
- 10.4. A waiver of a right under the Agreement is only effective if it is made in writing by the party giving it and then only to the extent as provided for in such written waiver. Any such waiver shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.5. A person who is not a party to the Agreement shall not have any rights under or in connection with it and in particular, shall have no right to enforce the benefit of the Agreement against Us pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.6. The Agreement sets out the entire agreement and understanding between You and Us regarding the Services. By entering into the Agreement You acknowledge that You are not relying on any statement, warranty promise or representation given or made by Us saved for those expressly set out in the Agreement. However, the foregoing shall not act so as to limit or exclude any liability on Our part for fraud or fraudulent misrepresentation.
- 10.7. If any event beyond Our reasonable control prevents, hinders or delays Us from performing Our obligations under the Agreement We shall not be deemed to have breached the Agreement nor otherwise liable to You for the impact of such event.
- 10.8. You and Us are with respect to each other independent contractors and save only to the limited extent that We are authorised to act as Your agent/representative under the Agreement nothing in the Agreement and, no actions taken under the Agreement shall be deemed to constitute any agency, partnership, association, joint venture or other co-operative enterprise between You and Us.
- 10.9. If any provision of the Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
- 10.10. In these Terms and the Agreement: headings are inserted for convenience only and shall not affect the construction or interpretation of the Agreement; references to paragraphs are to the numbered paragraphs of these Terms; words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; any reference to a person includes a reference to any natural person and any other legal personality or entity; any reference to any law, statute, statutory provision, statutory instrument, directive, subordinate legislation, code of practice or guideline shall be construed as a reference to the same as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time; and use of words such as "include", "including" and "in particular" shall not limit the generality of any preceding or following words which are not intended to be exhaustive.
- 10.11. The Agreement and any dispute or claim arising out of or in connection it or its subject matter or formation (including any non-contractual disputes or claims) is governed by the laws of England and Wales and save in respect of the enforcement of any judgment the courts of England and Wales shall have exclusive jurisdiction.

*We aim to provide the highest possible level of service to all clients. 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 made by the Claims Management Regulator which is designed to help Us to resolve any complaint You may have as quickly as possible. A copy of the complaints procedure is available at allsquare.co.uk or on request from Us. You have the right to refer Your complaint to the Legal Ombudsman if you are dissatisfied with Our final response.*

**To instruct Us to pursue Your Claim, please complete and sign the form below and the accompanying Letter of Authority and return both to Us at [ADDRESS] as soon as possible.**

**CONTACT DETAILS**

Please provide your contact details below which will be used for your Claim. Your details will not be passed on to any third party.

Full Name: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
Contact Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
**Acceptance of Agreement**  
I/We have read these Terms (and in particular, but without limitation, those relating to my/our payment obligations). By signing below, I/We accept these Terms and request that You provide the Services for Us in accordance with the terms and conditions of the Agreement.  
Signed..... Signed.....  
(Authorised signatory) (Authorised signatory)  
Print Name ..... Print Name.....  
Position..... Position.....  
Date..... Date .....