

# TAYLOR BLAKELEY

## Terms of Business

### Overdraft/Credit Card/Store Card/Car Finance Claims

#### PLEASE READ, SIGN AND RETURN

This agreement creates a contractual relationship between Seefeld Securities Limited t/a Taylor Blakeley, Company Number 15939994, Registered Office: Mynshull House, 78 Churchgate, Stockport, Cheshire, England, SK1 1YJ and the individual(s) who prints their name(s) and signs this agreement for Taylor Blakeley/Us to identify, advise and investigate and represent the Client/You to lodge an financial mis-selling claim in respect of any overdraft/credit card/store card /car finance against a bank or building society, card provider or car finance provider.

**Please read the entire document carefully.**

#### **1. Regulatory Status**

Once your instruction (s) have been received, Taylor Blakeley has the right to deal exclusively with the claim(s).

**Seefeld Securities Limited is authorised and regulated by the Financial Conduct Authority (FRN TBC).** Taylor Blakeley is a claims management company.

#### **2. Our Contact Details:**

We can be contacted using the following contact details:

Post/Visit: **1<sup>st</sup> Floor, 16-18 Lloyd Street, Altrincham, Cheshire, WA14 2DE**

Telephone: 0800 999 0999

Email: [Info@taylorblakeley.co.uk](mailto:Info@taylorblakeley.co.uk)

#### **3. Definitions:**

**'Third party/Bank** - The Client's Financial mis selling Provider to whom the Letter of Authority (LOA) is addressed.

**'Claim(s)'** Means a request for compensation or redress against a bank/building society or third party that has provided the Overdraft/Credit card/Car Finance/Store card.

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

**'Letter of Authority'** The document to be sent to the Third Party providing your authority for the firm to act on your behalf which will be in the **'Initial Instructions'**.

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

**'FCA'** means the Financial Conduct Authority

## 4. Claims Services

- a. Taylor Blakeley will not commence the claim services and process your claim(s) until we receive your instruction.
- b. If no financial product is identified this agreement will come to an end.
- c. If there are insufficient eligibility criteria for an overdraft/credit card/store card or car finance claim, this agreement will come to an end, we will explain to you why your claim does not meet the eligibility criteria.
- d. Where a claim can be identified we will inform you of the prospect of success prior to presenting the claim to the third party.
- e. Submit a claim to the third party on your behalf.
- f. Liaise with the third-party post submission of the claim until settlement of the claim. This may include obtaining further information from you and providing this to the third party.
- g. Our service does not extend to representing you in court.

## 5. Conclusion of your claim

- a. We will promptly notify you of the outcome of your claim(s) using your preferred contact method(s).
- b. If your claim is unsuccessful or the third party does not make a reasonable offer of Compensation, we may seek your instruction to refer your claim(s) to the Financial Ombudsman Service.
- c. If your claim is successful your compensation may be applied as part of your bankruptcy, insolvency, other form debt arrangement or arrears with the third party and your compensation may not be paid directly to you. You will still be liable for our success fee.
- d. Where interest is included as part of your compensation it may be taxable depending on your personal tax status and you understand that you are required to disclose this payment to HMRC.

## 6. Our Obligations to You

- a. To exercise due skill, care and diligence in providing the claims management services under this agreement. Notwithstanding, we do not guarantee you a successful claim;
- b. We will be truthful and honest in all our dealings with You.
- c. We will update you on material developments of your claim promptly and in any event within a maximum of 10 working days using your preferred contact method.

**6. Our Obligations to You (cont...)**

- d. We will advise you of any specific steps that you are required to take at particular stages of the claim(s) process. This includes advising you about the possibility of escalating the complaint to the Financial Ombudsman Service (FOS) if your claim is rejected by the third party.
- e. We will update you (even where there are no material developments on your claim) at least every 3 months.
- f. To accept an offer of compensation on your behalf if we believe the offer is fair and reasonable.

**7. Client Obligations**

- a. The client makes the following undertakings by entering into this agreement:
  - a. To provide Us with all documentation likely to be needed to pursue the claim(s). This includes documentation showing the third party (s) and the client had/have a relationship and any documentation that evidences the alleged wrongdoing;
  - b. To be truthful and honest in all their dealings with Us;
  - c. To cooperate with Us to enable Us to provide our claims management services;
  - d. To tell Us prior to entering into this agreement whether the client has alternative means of pursuing the claim(s);
  - e. To notify/tell Us prior to entering into this agreement whether you have any outstanding liabilities owed to a third party;
  - f. To tell Us if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:
    - (i) Have ever been declared bankrupt.
    - (ii) Are subject to a bankruptcy petition.
    - (iii) Are subject to or have ever been subject to an individual voluntary arrangement.
    - (iv) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors.
    - (v) Are currently subject to, or have ever been subject to a debt relief order; or

## 7. Client Obligations (cont...)

- (vi) Are or have ever been subject to any other similar process or arrangement which is similar to those listed in (i) to (v) above, including but not limited to sequestration prior to entering into this agreement whether the client, whether in Great Britain or in another jurisdiction has been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement;
- g. To communicate all relevant information to Us as promptly as possible;
- h. To respond to our information requests as promptly as possible;
- i. To forward to Us any correspondence from the third party(s) that relate to the claim(s) as promptly as possible;
- j. To notify Us when an offer of redress/compensation is made by a respondent;
- k. To allow Taylor Blakeley to accept offers of redress/compensation that Taylor Blakeley advise is/are fair and reasonable;
- l. To notify Us when in receipt of redress/compensation paid by a third party;

## 8. Timescales

It is very difficult for us to place a timescale on the claims process as some banks/building societies/card providers are quicker at responding than others. There are varying factors which can also change the duration of time it takes to process a complaint such as whether your lender agrees with our findings and upholds your claim, or whether they reject it. **If your bank/building society/card provider agrees with our findings, we would expect them to let us know within 12 to 16 weeks, however it could take up to 12 months depending on the circumstances of the case.**

If the claim is referred to the Financial Ombudsman Service, it can take around a further 6 months from the lender rejecting the complaint. This is dependent on the Financial Ombudsman Services' capacity and whether further information is provided by your bank/building society/card provider.

The use of a claim management company does not mean your claim will be processed any quicker than if you complain to your bank yourself. We will however use our best efforts to progress your claim with reasonable promptness, preventing delays where possible.

## 9. Our Fees

We operate on a No Win No Fee basis which means that if your claim(s) is/are not successful you will not be required to pay us any fee at all. Should you cancel your claim after your 14-day cooling off period you will not be subject to a fee unless you cancel after an award has been made to you. In such circumstances you will still be charged our success fee.

Where a claim is successful, we will charge you a fee that is in accordance with the Financial Conduct Authority (FCA) Fee Cap, which means the amount you pay will be dependent on the level of compensation you have been awarded and capped at a certain amount. VAT will also be added to the success fee and is chargeable on each claim. The current rate of VAT is 20%. Below are several examples that illustrate how our service is applied for any offer of compensation/redress offered:

Fee Bands	Compensation Payout:	Percentage Rate The Success Fee is Calculated on (including VAT)	Maximum Success Fee in Band (including VAT)
1	£1 to £1,499	36%	£504
2	£1,500 to £9,999	33.6%	£3,000
3	£10,000 to £24,999	30%	£6,000
4	£25,000 to £49,999	24%	£9,000
5	£50,000 or more:	18%	£12,000

The service fee is based on the **gross** amount of compensation awarded. The fee illustrations are not to be taken as an estimate of the amount likely to be recovered for you. Our service fee(s) will reduce the amount of cash in hand compensation you will retain.

If you have any outstanding liabilities with the firm whom the claim is to be made against, any damages, compensation or settlement monies might, in certain circumstances be offset against those outstanding liabilities, and you will, where necessary, need to pay our fees from your own funds.

**An example of this is:**

The Lender offers you a £1000 in compensation, but your debt with the Lender is £1500. The Lender may choose to use the compensation of £1000 to reduce your debts with them, leaving the remaining balance of £500. In this case, you would receive no cash in hand, but we would require our fees to be met on the £1000 we secured for you.

Please be aware when making an Overdraft, Credit Card and Store Card Claim, the lender may choose to discontinue the lending facility if a claim is successful.

If we have received payment of redress/compensation from a third party on your behalf you authorise us to deduct our success fees prior to onward transmission of the redress/compensation payment to you.

Where you chose to not authorise us to accept the compensation/redress on your behalf, Our fee(s) become due and payable within 7 working days from when you are in receipt of payment of redress/compensation from your bank/building society.

In respect of any unpaid invoices, we may at our discretion offer you a payment plan. Alternatively, we may commence payment recovery proceedings to obtain the amount due. We will charge a fee of £30 for late payment and up to £80 for any internal debt admin costs. Any further payment recovery proceedings will be managed by a third party specifically Lawton Hathaway Ltd or other third parties that we choose. Should payment recovery proceedings commence interest on the amount unpaid at the rate of 8% per annum may be charged plus any fees associated in the recovery process. Once You have settled our invoice(s) via Lawton Hathaway in full, our responsibilities and obligations to You in connection with this Agreement will end.

We may, where applicable, use redress obtained from other claims that we process for you to settle our fees, if you cannot settle our invoice in full.

**10. Cancellation**

- a. You can cancel this agreement at any time within 14 days without giving any reason and without incurring any liability.

- b. You can communicate your cancellation by telephone, in writing, in person, or by email or can use the cancellation form appended to this agreement or available from our website.
- c. To meet the cancellation deadline, it is sufficient for you to send communication concerning the exercise of the right to cancel before the cancellation period has expired. We recommend that you obtain proof of posting or send by recorded delivery, but this is not obligatory.

## **11. Termination**

You can cancel this agreement after the 14 day cooling off period and before an offer of compensation is made however, we reserve the right to apply a fee to cover our reasonable costs for the work undertaken in processing your claim up to the date of cancellation. Such charges will be calculated at £50+VAT per hour up to a maximum of 10 hours and a minimum of 1 hour.

## **12. Right to shop around**

You have a right to shop around (e.g. seek further advice or find someone else to make a claim on your behalf). You don't have to use a claim management company to make a claim about your overdraft. You can do this yourself by contacting your bank or building society for free and where your complaint is not successful you have the right to escalate it to the Financial Ombudsman Service. Please note this is subject to any time limits within which a claim may be made.

## **13. Complaints**

You can refer to the Firm's complaints handling policy provided as part of the pre-contract claims pack and available on our website in the event that you are dissatisfied about the Firm's claims management services and wish to express such dissatisfaction.

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

## **14. Breach**

- a. Where either party fails to fulfil its obligations under this agreement the non-breaching party shall give the breaching party an opportunity to remedy the breach in good time.

- b. Failure by the breaching party to remedy the breach in good time shall entitle the non-breaching party to terminate this agreement without notice and without incurring any liability.
- c. Both parties shall be entitled to terminate this agreement with immediate effect and without giving the breaching party an opportunity to remedy the breach if the breach relates to either party's failure to fulfil its obligations of truthfulness and honesty.
- d. If we terminate the agreement pursuant to clause 7c or 7d and the termination takes place outside of the 14-day cancellation period, we will charge you a termination fee.

## **15. Variation of Terms**

Neither party shall vary the terms of this agreement without the consent of the other party.

## **16. Assignment**

We shall be entitled to assign our rights, duties, obligations and/or benefits under this agreement to a third-party claims handler who will take on the meaning of the Firm in this Agreement.

Should an assignment take place the client does not lose any rights under this Agreement.

Any variation to the terms of this agreement following an assignment must be in accordance with clause 15.

## **17. Disputes**

This agreement has been constructed in accordance with English and Welsh contract law. By entering into this agreement both parties agree that any disputes that arise about the terms of this agreement shall be settled in accordance with English and Welsh law.

Both parties submit to the exclusive jurisdiction of the English and Welsh courts to resolve any legal disputes that arise under this agreement.

## **18. Risks in making a claim**

There are the following risks involved in making a claim:

- ✓ If you have outstanding liabilities with your bank or building society, there is a possibility that any compensation/redress will be off-set against those outstanding liabilities and you may still be liable to pay our service fees from your own funds;

- ✓ The possibility of not recovering any cash in hand redress, but becoming liable to pay our fees (linked to your lender offsetting compensation against outstanding liabilities, as outlined above);
- ✓ The possibility, in the case of legal action, of attending Court and giving evidence;
- ✓ If you reside in Great Britain or in another jurisdiction have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement the compensation/redress might, in certain circumstances be off set against your outstanding debts; and you will, where necessary, may still be liable to pay our service fees from own funds.

### Marketing Communication Preferences

- ☐ Email - Yes, I am happy to receive **emails** about other claims management services
- ☐ Telephone - Yes, I am happy to receive **telephone calls** regarding other claims management services
- ☐ SMS - Yes, I am happy to receive **text messages** regarding other claims management services
- ☐ No Communications - No I don't want to receive any future marketing communications about other claims management services

### Acceptance

I accept to be bound by the terms of business, and this shall be evidenced by the below signature:

# TAYLOR BLAKELEY

<b>Applicant 1</b>	
<b>Print Full Name</b>	
<b>Signature</b>	
<b>Date</b>	

**In the case of joint applicants:**

<b>Applicant 2</b>	
<b>Print Full Name</b>	
<b>Signature</b>	
<b>Date</b>	