

## Terms & Conditions

### 1. Our services and your responsibilities

- 1.1 We will examine any of your credit agreements and/or associated documents, as per your reasonable instructions, to evaluate the potential of any possible claims that you may have for mis-selling of Package Bank Accounts (PBA).
- 1.2 We will provide you with updates as to the status of any of the claims we make on your behalf, when there is a material change in the status of any such claim, or a minimum of every 6 months once escalated to the Financial Ombudsman Service. Any such updates will be by telephone, SMS, email or letter, as per your reasonable instructions.
- 1.3 We will pursue claims on your behalf in accordance with this Agreement for any additional matters that you instruct us upon from time to time.
- 1.4 We will meet our responsibilities as a claims management company in providing information to you about your claim(s) in accordance with the Claims Management Conduct of Business Sourcebook (CMCOB) published by the Financial Conduct Authority available [www.handbook.fca.org.uk/handbook/CMCOB/1/1.html?date=2019-04-01](http://www.handbook.fca.org.uk/handbook/CMCOB/1/1.html?date=2019-04-01).
- 1.5 You agree to supply the Company with all relevant information that we may reasonably request in order to help us pursue a claim on your behalf, even if we have not requested it.
- 1.6 You agree to supply the Company with all relevant information in your possession, even if not requested by the Company, but which may reasonably be deemed to be of relevance to any potential claim the Company may bring on your behalf.
- 1.7 You acknowledge that if you no longer possess a copy of your original agreement and/or statements it may be necessary to obtain copy documentation from your creditor(s) in order to help us pursue your claim, and that this can take time. You also acknowledge that the Company does not guarantee that a creditor will provide information to us and that where we have not been able to obtain the relevant information this may hinder the process of any claim we may make on your behalf.
- 1.8 You agree not to provide us with information which you reasonably ought to know to be misleading and/or false.
- 1.9 You agree not to instruct any other party to undertake any claims that we may make on your behalf, during the existence of this Agreement.
- 1.10 You accept that there is no guarantee that any claim the Company may make on your behalf will be successful.
- 1.11 You agree to pay our fees in accordance with clause 2, below.
- 1.12 You agree to inform us immediately should you know that any of the details we hold about you are inaccurate.

### 2. Fees

- 2.1 Our success fee is 30%, plus VAT, of any gross financial redress that a creditor offers to you after you have signed this agreement. This fee also applies to any associated creditor and/or account refunds you receive. For example:

Type of Refund:	Cash reward	As part cash, part arrears reduction	Set off against arrears in full
Of which cash is	£2000	£1500	£0
Account reduction	nil	£500	nil
Set off arrears	nil	nil	£2000
Fee (30%+VAT)	£720	£720	£720
<b>You Receive in Cash</b>	<b>£1280</b>	<b>£780</b>	<b>You pay £720</b>

- 2.2 Our success fee is still payable should you unreasonably decline an offer of financial redress which ought to be reasonably accepted.
- 2.3 Where you cancel or terminate this Agreement prior to a final decision about your claim being made, whether by the creditor or Financial Ombudsman Service (whichever is the later), we may charge a reasonable fee for work done prior, and up to, this Agreement being cancelled or terminated. Should a file be costed for these purposes, our rate is charged at £95 per hour.
- 2.4 The success fee on a PBA matter applies to all elements of an offer of financial redress, so that it is chargeable on the gross refund figure, amount rebated to a credit account (where applicable), statutory interest and any other element of associated compensation paid out to you by a creditor. Any statutory interest element of a refund is taxable, depending on your personal tax circumstances. Any tax liability will be your responsibility. Our success fee is payable on the gross financial redress sum, as calculated prior to the deduction of any applicable tax.
- 2.5 Where you have failed to advise us of important information associated with an account which you have instructed us upon, for example that a previous claim has been made but you failed to tell us of this, then we will charge you a reasonable fee for work done on that case.
- 2.6 Should a creditor make a payment of financial redress directly to yourself, or should the financial redress be in the form of a full or partial deduction from the arrears of the applicable credit account, we will send you an invoice for our outstanding success fee, which will be payable within 7 days of funds received, inclusive (for example, if monies clear on 5<sup>th</sup> of the month, our fee is payable by 5pm on the 12<sup>th</sup> of the month). If the 7 day payment period ends on a non-business day, the fee is payable by 5pm on the next business day.
- 2.7 If you fail to pay an invoice sent to you by the Company within the applicable 7 day period detailed in clause 2.7, above, we reserve the right to charge you £15 plus VAT for each reminder letter or email sent to you in respect of any outstanding invoice, £15 plus VAT for each phone call/voicemail message made in pursuit of an outstanding invoice, and £5 plus VAT for each text message chasing an outstanding invoice, along with any other reasonable costs incurred by the Company in attempting to obtain payment from you. The Company also reserves the right to charge interest on the outstanding amount each day from the time it becomes due until payment is made in full at the rate of 3% per year above the base rate of the Bank of England.
- 2.8 In the event that we are unable to obtain financial redress on your behalf from a creditor, no fees will be payable from you to us in relation to the applicable claim, subject to any applicable cancellation fees set out in clause 6.
- 2.9 Should you materially breach this Agreement, resulting in the Agreement being terminated in accordance with clause 6, below, the Company will be entitled to recover from you all reasonable costs incurred prior to termination, as well as any reasonable costs incurred by the Company in attempting to obtain outstanding monies from you, until such time as all outstanding monies are paid. Should the Company obtain a County Court Judgment against you, we reserve the right to charge interest at the rate of 3% per year above the base rate of the Bank of England on any outstanding judgment debt, until such time as the judgment debt is repaid in full.

### 3. Complaints procedure

Should you wish to make a complaint, please follow the complaints procedure detailed on our website, [www.jpsfinancial.co.uk](http://www.jpsfinancial.co.uk), and copies of which are available upon request.

### 4. Data protection

- 4.1 JPS Financial Ltd is a Data Controller within the meaning of the General Data Protection Regulation (EU) 2016/679. By using JPS Financial Ltd you acknowledge you will be bound by the terms of our Privacy Policy and the data processing activities identified therein, as they may be from time to time. Please visit our website for our Privacy Policy.
- 4.2 The Company will request information about your financial and personal situation from you and third parties, such as creditors, and such information may be classed as "personal data" under the General Data Protection Regulation (EU) 2016/679.
- 4.3 By providing us with your signed Client Contract and/or Letter of Authority, you give us permission to process your information, by way of gathering, recording or holding it, in a way which allows us to carry out your instructions, and to disclose such information to third parties as is necessary for us to provide you with the services detailed.
- 4.4 We will securely hold your information on our files for however long it takes for us to provide our services to you, plus six years.
- 4.5 We allow you to challenge the data that we hold about you and, where appropriate, you may request that data we hold be corrected or deleted, as necessary.
- 4.6 In the course of providing the service we will need to collect, use and retain details such as your name, address, telephone number, email address and any other pertinent details. We do this to validate and process any claim entitlement. We may also require personal details of any other individuals who are joint policy account holders with you. We may need to ask for details to support the basis of your claim. This information may only be captured with your consent, which we will gather during the claim process. We will only share this data with your lender and, potentially the Financial Ombudsman Service where we feel it is relevant to your claim.
- 4.7 Upon your written request, we will provide you with details of the information that we hold about you.
- 4.8 Upon your written request we will provide you with details of any third parties to which we may have, in accordance with this Agreement, disclosed information about your personal or financial situation.

### 5. Variation

- 5.1 The Company reserves the right to amend and supplement the terms of this Agreement at any time, upon giving you 14 days written notice of any proposed valid and reasonable amendments. If you do not agree to any such proposed amendments of this Agreement, you may cancel the Agreement, in accordance with clause 6.3, below.
- 5.2 You do not have the right to vary the terms of this Agreement.

### 6. Ending the Agreement

- 6.1 You have the right to cancel this Agreement, without charge, by supplying us with notice within 14 days of the start of the Agreement. Notice is preferably to be received in writing.
- 6.2 The Company can end this Agreement at any time by giving you 14 days written notice.
- 6.3 You also have the right to end this Agreement at any time. After the initial 14 days, you will be liable to pay our reasonable costs for any work done prior to you instructing us to cease work. Upon receiving your cancellation notice, we will confirm receipt of the same within 7 days. Should you not receive this receipt from us within 10 days of your sending your cancellation notice to us, you should contact our office and speak to a representative of the Company to ensure that we received your cancellation notice. You may cancel by phone, writing or by email to [admin@jpsfinancial.co.uk](mailto:admin@jpsfinancial.co.uk).
- 6.4 Should you materially breach this Agreement, you will have 14 days in which to remedy any breach. Following expiration of the 14 days, and where the breach has not been remedied, the Company reserves the right to terminate the Agreement immediately, and will provide you with written confirmation of this within 7 days. All Fees due under clause 2 will remain payable.

### 7. Liability

- 7.1 The Company excludes liability for any unforeseeable loss, damage or expense you may incur by our breaching this Agreement. The Company will not be liable for any losses that were not foreseeable at the commencement of this Agreement, nor for any indirect losses (such as loss of profits or loss of opportunity) which are not foreseeable by you and us.
- 7.2 The Company excludes all liability for failure to provide you with our services for any reason beyond our reasonable control, including (but not limited to) industrial disputes, natural disaster, riots, accidents, suppliers not meeting their responsibilities, faulty equipment, fire, adverse weather or malicious damage.
- 7.3 Nothing in this Agreement shall exclude or restrict any liability arising from fraud or dishonesty or other liabilities which cannot be lawfully limited or excluded.

### 8. Transfer

- 8.1 By entering into this Agreement you consent to any transfer of this Agreement that the Company may wish to undertake by way of assignment or novation. The Company therefore has the right to be replaced by another party, who will take on the meaning of Company in this Agreement. Should an assignment or novation take place you do not lose any of your rights under this Agreement.
- 8.2 You do not have the right to transfer any part of this Agreement.

### 9. Rights of third parties

- 9.1 Nothing in this Agreement is intended to benefit any party other than you and the Company, or anyone whom the Company transfers this Agreement to. As such, no-one who is not a party to this agreement, other than anyone to whom the Company transfers it to, will be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement or any part of it.

### 10. Relevant law

- 10.1 This Agreement shall be governed by and construed in accordance with English and Welsh Law. The parties agree to submit to the exclusive jurisdiction of the English Courts.

**All Banks, and the Financial Ombudsman Service, offer a 'free service' for your complaint. But with £millions already recovered by JPS Financial Ltd so far, your complaint would be in safe hands with us. We will not use the Court Service and will not risk costing you any money other than our charges or costs, detailed above.**