

### 1. What Unfair Bank Charges will do for you.

- (a) We will assess your bank statements and, if appropriate, pursue a claim for reimbursement of bank charges, on your behalf.
- (b) We will provide this service on a "No win no fee basis (Except in certain circumstances see Section 5 below on "Cancelling this agreement"). A "No win no fee" is a fee that is only charged if compensation is recovered and is assessed on an agreed percentage of the amount recovered.
- (c) We will correspond and negotiate with your bank. We may subsequently require you to sign further documentation to facilitate this should the bank request it however we will let you know if and when the need arises.
- (d) We will inform you of all offers that we receive from the bank, evaluate them and advise you in writing whether we consider it to be in your interests to accept or to reject.
- (e) We will forward to you any monies recovered from the bank, after deduction of our fee agreed pursuant to this agreement as soon as possible after we have received it.
- (f) We will endeavour at all times to provide you with the professional and dedicated service that you deserve, and use all reasonable skill and care in the performance of your claim for reimbursement of bank charges.
- (g) We will always act in your best interests when pursuing your claim.
- (h) We will return all your papers (including bank statements) following receipt of payment of all money owed to us under this agreement

### 2. What Unfair Bank Charges will NOT do for you.

- (a) We will NOT advise you to pursue a claim that in our opinion has no realistic chance of success, or where the amount owing does not in our opinion justify the likely work involved, and we reserve the right to cancel this agreement should this happen.
- (b) We will NOT advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable, and we reserve the right to cancel this agreement if you wish to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable.
- (c) We will NOT accept an offer without your full agreement.
- (d) We will NOT represent you at a court hearing, although we will start the Small Claims process on your behalf and manage your case to its conclusion, and when we deem necessary, appoint a solicitor.
- (e) We will NOT give or offer you financial advice.
- (f) We will NOT take steps to remove any negative credit entry that your bank may have registered against your name.

### 3. What we expect from you

- (a) To provide us promptly with all relevant information and items we request to enable us to pursue your claim, which is inclusive of the £10 fee that the bank may charge us to make a Data Protection Act 1998 subject access request on your behalf for details of charges levied on your account.
- (b) To provide us with clear instructions.
- (c) To cooperate fully with us (including advising us immediately should the bank issue correspondence directly to you and to forward any such information as soon as possible)
- (d) Not to ask us to work in an improper or unreasonable way or to knowingly mislead us.
- (e) Not to enter into any negotiations relating to this claim with the bank pursuant to this agreement.
- (f) To provide us with the exclusive authority to:
  - (i) pursue your claim
  - (ii) enter on your behalf into correspondence and negotiations with the bank,
  - (iii) ask the bank to make the cheque payable to Unfairbankcharges. We will then take our fee as agreed below and issue a cheque to yourselves for the remainder of the recovered amount.
- (g) If the bank reimburses you directly we will issue an invoice for the amount stated below.

### 4. Our Fee

- (a) Our fee is 25% of the bank's payment.
- (b) At the outset of your claim, we may require from you a cheque for the fee that the bank will charge us to make a Data Protection Act 1998 subject access request in relation to charges levied on your account. This will be no more than £10.00.
- (c) If we are unable to secure a repayment of your charges you pay us nothing except in certain circumstances (see section 5 below on "Cancelling this Agreement").
- (d) Our fee is payable within 14 days of the invoice date

### 5. Cancelling this Agreement

- (a) You have the right to cancel this agreement within 14 days of signature at no cost to yourselves.
- (b) You have the right to cancel this agreement after 14 days however we may consider charging an administration fee dependant on how much work we have undertaken on your behalf. If the Agreement is cancelled and we consider it necessary to charge you for any work we may have undertaken the fee will be calculated by multiplying the number of hours (or part thereof) spent by us on your claim by the applicable hourly charging rate- the time spent will be measured in units of six minutes. We will advise you in writing of any such fees. We reserve the right, at our discretion, to waive or reduce any such fees.
- (c) You have the right to cancel this agreement should we feel that it is unlikely that your claim will succeed and no fee will be payable by you, providing that you have not breached your duties set out at section 3, above.
- (d) We have the right to cancel this agreement and consider an administration fees if you have:
  - (i) breached your duties as set out in paragraph 3.
- OR
- (ii) accepted an offer that we consider inadequate or reject an offer we feel is reasonable.
- (e) Cancellation of this agreement by either party must be in writing.