

Victory Claims Ltd

The Posthouse, 13 Barracloughs Lane, Barton-upon-Humber, DN18 5BB. Tel:0871 218 1206, Fax: 0207 681 1206, Email: info@victoryclaims.co.uk

Client Agreement (Bank Charges)

Case Ref: BC5_____

First Account Holder

Second/Joint Account Holder

Title: _____

Title: _____

First Name: _____

First Name: _____

Surname: _____

Surname: _____

Date of Birth: _____

Date of Birth: _____

Occupation: _____

Occupation: _____

Address: _____

City: _____

Post Code: _____

Home Phone: _____

Mobile Phone: _____

Email Address: _____@_____

Please list all Bank Accounts, Loans and Credit Cards that you are instructing Victory Claims Ltd to pursue.

- | | |
|---------------------|------------------------|
| 1. Bank Name: _____ | Account/Card No. _____ |
| 2. Bank Name: _____ | Account/Card No. _____ |
| 3. Bank Name: _____ | Account/Card No. _____ |
| 4. Bank Name: _____ | Account/Card No. _____ |

Terms & Conditions

On this date, Victory Claims Ltd registered in England & Wales under Company No. 05462097 with Registered Office at 1-2 Universal House, 88-94 Wentworth Street, London, E1 7SA (hereafter the 'Company') and the above named individual(s) (hereafter the 'Client') agree to the terms set forth below:

Whereas the Client agrees to engage the services of the Company for the purposes of obtaining a refund of charges, partial, full or with additional interest, from Bank(s), Lenders(s) or other financial institution(s) (hereafter the 'Bank'), the Company agrees to provide the Service to the Client hereafter the 'Service').

The Client agrees to the following:

1. Provide the Company with all Bank Statements which detail the charges or provide a £10 cheque made payable to the Bank to enable us to obtain this information under the Data Protection Act.
2. Provide the Company copies of said documentation promptly and respond to any further request for additional information, approval of documentation or signing forms as maybe requested.
3. Provide the Company with authority to act on your behalf exclusively in the matter of obtaining a refund, and sign the necessary authorities required by the Bank or other parties.
4. Inform the Company of any communications physical, electronic, verbal or otherwise by the Bank with regard to the claim.
5. Read the Company's Terms & Conditions, FAQ's, and confirm they are aware of our Internal Complaints Procedures and that the Client is aware of and has considered alternative methods of claiming before opting to use the Service through the Company.
6. Upon successful completion of each case, the Client shall pay the Company 15% inclusive of the total refund of charges plus interest paid within 14 days of receipt of payment from the Bank, by Cheque, Transfer or Credit Card Transaction (Typical Example: Refund of Charges £800 plus Interest £200, Total Amount £1000, Our Fee at 15%=£150)
7. Where the Company and the Client agree that action through the Courts may be prudent and productive, and the Client is subsequently awarded a refund, the Company shall instruct the Solicitor to deduct the Court Costs & Solicitors Fees from the amount awarded before the Company calculates our fees in accordance with Term 6, which the Company may also instruct the Solicitor to deduct from the amount awarded.

8. Upon receipt of an offer of a refund which in the opinion of the Company is fair and reasonable and where that offer is rejected by the client, the company reserves the right to charge a fee not exceeding the amount of which would have been payable in the event that the client accepted the offer in line with the Company's advice.
9. The Client is considered to have accepted an offer of a refund by default where, an offer of a refund, which in the opinion of the Company is a fair and reasonable one, has been sent by the Company to the Client, and the Client has not within 28 days of receiving such offer either notified the company of their intention to reject the offer, or return the Bank's acceptance form.
10. Where the Company and the Client agree that action through the Courts may be prudent and productive, the Client shall sign a further agreement referring to the specific obligations and risks that maybe involved in any legal action, such as the possibility of personal attendance in court, liability for the costs should the Client withdraw their case after legal proceedings have started, perjury and risk of loss of the previously offered and subsequently contested amount.

The Company agrees to the following

- A. Act in good faith on behalf the Client, work in the Clients best interests only and not for any other party, such as the Insurer, Bank or Lender.
- B. Pursue the claim with vigour and professionalism, both with the Bank and if necessary, once all procedures have been exhausted, to the Financial Ombudsman Service (F.O.S) or Financial Services Compensation Scheme (FSCS), or through the Courts of Law.
- C. Provide the Client with all documentation, material or other physical, electronic and personally held information received from the Bank under request, and provide the Client with all requested correspondence addressed to the Bank or other parties for approval and signing.
- D. Inform the client of any legal changes or amendments that may affect the outcome of the claim.
- E. Pay Court Costs and Solicitors Fees where the Company and the Client agree that action through the Courts may be prudent and productive.

The Company shall not:

- i. Provide financial or legal advice.
- ii. The Company makes no representation or warranty to the Client that a refund will be secured, in part, full or with additional interest, is in anyway guaranteed.

Third Parties & Confidentiality

The Company reserves the right to employ the services of a Third Party such as a solicitor, auditor, actuary or other complaint handling professionals and firms as deemed necessary to pursue your complaint. This agreement may be assigned to a Third Party in entirety, or in part as required for operational and business purposes. Information held by the Company shall be in accordance with the Data Protection Act and the Client authorises the Company to process information and disclose it to Third Parties as may be required.

Indemnity

The Company cannot be held responsible, financially or otherwise, if the Client falls outside the time limits established for complaints prior and/or during the complaint procedure. The time to conclude the claim is dependant upon the response of the Bank, the FOS, or the Courts of Law and the timeframes governing the complaint process. The company shall not be liable for any loss, damage or expense arising from the Service, or delay in performance of the service for whatever reason.

Cancellation

In the event that the Company becomes aware that the Client had given false or misleading information, physical, electronic, verbal or otherwise, in support of the complaint, the Company shall terminate this agreement immediately and reserves the right to any refund subsequently awarded or the costs at the Company's standard hourly rate for work carried out on the case and costs arising from assessment, preparation, processing, and submission. In the event that the Client chooses to terminate this Agreement after more than 14 days, or Company terminates this agreement due to the terms detailed above, the Company reserves the right to charge the Client at the Company's standard hourly rate for work carried out on the case and costs arising from assessment, preparation, processing, and submission.

Debt Recovery

Where the Company takes steps to recover our fees due to non-payment by the Client, the Company shall add a recovery fee of £117.50 inclusive plus interest on all amounts owing subject to RBS Lending Rates. The Client indemnifies the Company from all costs incurred from the recovery of unpaid fees, including but not limited to Court Fees, Interest, Administrative and Recovery Agency Fees.

Agreement

I/we have read the above and agree to be bound by the terms.

Signed: _____

Signed: _____

Date: _____

Date: _____