

The agreement is made between you (the “client” or “you”) and Allixium Limited trading as Writefully Yours (and “us” or “we”) registered address Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES trading address Fairclough House, Church Street, Adlington, Lancashire PR7 4EX. The service and all information provided by us are for clients who reside in England, Scotland, Wales and Northern Ireland only. The agreement will start upon receipt by us of your signed Letter of Authority which demonstrates acceptance of these Terms of Business.

Regulation: Allixium Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities.

Our Commitment

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| <ul style="list-style-type: none"> We will act on your behalf. We will review the viability of preparing, submitting and negotiating your claim(s). We will seek the payment of redress* or any other redress* on your behalf where we consider there is a potential claim(s) against any relevant bank, building society or credit card company (“the Third Party”). We will negotiate and obtain a settlement figure for your approval in respect of the claims against the Third Party and advise you in writing whether we consider it to be in your interests to accept or to reject the offer. We reserve the right not to pursue a claim for redress* against the Third Party, at any time, by notifying you in writing. | <ul style="list-style-type: none"> Where necessary and deemed appropriate, we will negotiate the claim for redress* with the Financial Ombudsman Service at no cost to you. We will not give advice on legal proceedings. We will keep all of your information confidential except when we are required by law or at your request to disclose your information except as permitted by you. We will also return any original documents when these are no longer required by us however electronic or paper copies will be taken and retained with no obligation to return these. We will perform this service with due care, skill and attention and within a reasonable time. We reserve the right to decline an application if we feel it necessary or appropriate to do so. |
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Your Commitment

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| <ul style="list-style-type: none"> You agree to appoint us as your exclusive agent to handle your claim. This means that you cannot appoint another person or firm to act on your behalf unless you terminate your agreement with us. You agree to provide truthful and accurate information regarding your claim. You agree to us disclosing information you supply to the Third Party for the purpose of us performing our commitments. You agree to our fees, as set out under “Our Fees”, and for these to be deducted from the redress* received. You will provide or return all requested items within a reasonable time. You agree to provide us with all information and instructions to assist us to carry out our obligations under “Our Commitment.” You agree to provide us with originals or copies of all documents relating to the Third Party that are in your possession and relevant to your claim. This includes any documents in electronic form. You should be aware that should legal proceedings be issued you may have to attend court. You agree that we may destroy any correspondence that we consider to be non-essential to your case. | <ul style="list-style-type: none"> You agree to keep us informed of any other contact between you and the Third Party and the consequences of such. You agree to appoint us as your agents to act on your behalf when dealing with the Third Party. If you the “client” comprise more than one person you agree to be jointly and severally liable to perform Your Commitments. You have made all reasonable enquiries and explored alternative mechanisms for pursuing a claim and you are aware that you are entitled to seek further or alternative advice subject to the cancellation rights set out in this agreement. You agree that we are entitled to obtain, use, process and disclose your personal data to enable us to discharge the services which we have agreed to provide (and for other related purposes including updating client records, analysis for management purposes, crime prevention and legal and regulatory compliance) <ul style="list-style-type: none"> to the person or organisation that referred you to us, including organisations that may store data outside the European Economic Area. to other companies within Fairpoint Group PLC. |
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*Refund of Packaged Bank Account fees paid including statutory interest.

Our Fees

- We will charge 25% plus VAT of any redress* recovered
- We will charge no fee if the claim fails.
- We reserve the right to charge a fee where you cancel outside the 14 day "cooling off" period. Further details are set out overleaf.
- If our Fees are not paid within 30 days of the date of our invoice then you agree that we can commence debt collection proceedings without further notice to you to recover our Fees and associated recovery costs.

Examples of how your PBA claim could be paid

Writefully Yours will use all its experience to claim back the maximum amount refundable on your behalf. Here are some examples:

Example A – your redress* could be paid to you by bank transfer or by cheque

If the total amount you receive comes to £1,110, Writefully Yours would be paid £277.50 in fees; VAT would be £55.50 and you would receive £777. This money would be yours to spend on whatever you want.

Example B – if your account is in arrears or you're in a debt management plan with the same bank/building society

it's likely that any payment from a claim would be used by the bank/building society to pay off the debt. If the total amount you receive comes to £1,110, you could use this full amount to help reduce your outstanding debts. Of course, this would mean that you would still need to pay Writefully Yours £277.50 in fees and VAT of £55.50.

REMEMBER – THESE EXAMPLES ONLY RELATE TO SUCCESSFUL CLAIMS. WE ONLY GET PAID IF YOU DO!

Our Right to Cancel	Your Right to Cancel
<p>We reserve the right to cancel our agreement with 14 days notice if, in our judgment:</p> <ul style="list-style-type: none"> • We become aware that your claim is unlikely to succeed. • You are declared bankrupt or enter into an Individual Voluntary Arrangement with your creditors. • You do not follow any reasonable recommendations made by us. • You provide information to us which you know is false or misleading and this information is material to your claim. • You fail to respond to reasonable requests for information. 	<ul style="list-style-type: none"> • You have the right to cancel our agreement at any time by using the enclosed Cancellation Form or by any other means of communication. • You have a "cooling off" period of 14 days after signing this agreement, during which no fees will be charged. Should your cancellation request be received after the initial 14 day period then we reserve the right to charge a reasonable fee which reflects the work undertaken by us. • Our full fee will be payable if you cancel once an offer of settlement has been received.

COMPLAINTS PROCESS

At Writefully Yours we always strive to deliver excellent customer service, which is why any complaints are taken very seriously and dealt with in a professional and courteous manner. Our internal complaints procedure is also designed to resolve our clients' concerns quickly and efficiently. A copy of our complaints procedure is enclosed and is available on our website at www.writefullyyours.co.uk.

DATA PROTECTION

We hold personal information in accordance with the terms of our privacy policy which can be found on our website at www.writefullyyours.co.uk. Data is held in accordance with the Data Protection Act 1998.

*Refund of Packaged Bank Account fees paid including statutory interest.