

**Symmetric Systems Limited trading as Bank-Smart (the "Company")**

**TERMS & CONDITIONS (v8.5)**

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- 1. The services provided by Bank-Smart shall consist of one or more of the following:**
- 1.1) The evaluation of a potential claim due to the client in respect of the unfair charges or excessive fees applied to their account, insurance or other policy, tax fees, or other credit and finance related products including claims for financial mis-selling or any other claim(s) with companies authorised by a Letter of Authority or other claim authorised by you.
- 1.2) Preparation of a claim valuation, calculation of interest where applicable and/or any other relevant claim documents required to issue a legal demand for payment to the Third Party.
- 1.3) Negotiating and settling the claim with the Third Party or providing sufficient assistance for the client to obtain settlement.

(The Third Party means any person, firm or company that provided the Client with an account, policy, bill, or other service which is subject to review by the Company, or any party that the Client believes has caused a personal injury or other disadvantage or financial penalty/mis-selling.)

- 2. Your obligations and the fees payable**
- 2.1) You agree that the Company fully authorised to act on your behalf to make a subject access request under the "Data Protection Act 1998" and/or "Consumer Credit Act 1974" and to act on your behalf to recover all unfair charges applied to your account, policy premium or other claim/refund over the last 6 years or 5 years for Scottish accounts or for any period for which is allowable by law and may result in a higher settlement being provided by the Company. You agree that any fee requested by the Third Party following a request for information which is allowable by law (and not exceeding a value of ten pounds per account/policy/financial product) will be recovered from you if paid by Bank-Smart on your behalf initially.
- 2.2) You agree that once the Company has started the claim process on your behalf with the Third Party, the Company's standard fee as set out in condition 2.8 of these terms and conditions will apply to any settlement, debt write off/reduction or other benefit agreed upon with the Third Party through either the Company or you personally, settlement direct from your bank/financial institution or through another claims management company and you authorise settlement to be paid direct to Bank-Smart whether or not any settlement is referred to as a gesture of goodwill or otherwise.
- 2.3) Once the Company has started the claim process, in the event that the Third Party issue a settlement directly to your account or reduces your debt with them by the same amount, or other benefit, you agree to contact the Company within 14 working days and pay any monies owed to the Company under the terms of this agreement within 14 working days of said compensatory deposit or acknowledgement of settlement.
- 2.4) We reserve the right to make a processing charge of up to a maximum of one hundred and fifty pounds (in addition to our original fees) if we have to take legal action to recover our fees from you. This charge will apply to each court claim issued against you in the event that you fail to pay our fees and court action is required to recover them from you.
- 2.4.1) We reserve the right to charge a fee per invoice (in addition to our original fees) if we have to instruct third party collectors to recover our fees from you. The fee charged will be based on a sliding scale as follows: Invoice Value: £0 - £99.99 = Collection Fee: £10; Invoice Value £100 - £249.99 = Collection Fee: £25; Invoice Value £250 - £749.99 = Collection Fee: £40; Invoice Value: £750 + = Collection Fee: £75.
- 2.5) You agree that you will inform the Company within 14 working days of receiving any correspondence from the Third Party in relation to the claim that the Company is making on your behalf and that you agree to the Third Party supplying documents direct to Bank-Smart.
- 2.6) You agree that if you reach a settlement with the Third Party after the date of signing our letter of engagement that our standard fee will be applicable plus any legal costs incurred by the Company.
- 2.7) Subject to the provisions of condition 2.8, you shall pay each invoice submitted to you by the Company in full and cleared funds within 14 working days of receipt.
- 2.8) Due to the complicated nature of the claim and the expenses involved, we charge the following fees:
- 2.8.1) Twenty five percent of the amount the Third Party agrees to pay in settlement of the claim or deduct from any debt you have with the Third Party plus VAT, subject to the recovery of our processing costs in all cases\* plus:
- 2.8.2) costs\*\* which includes VAT, all court costs and legal fees (requested from the Third Party by the Company where legal action is taken to complete the claim) and such fees will be deducted from the final settlement payment received from the Third Party, or will be paid to Bank-Smart by you within 14 working days of receiving settlement should payment be made directly to you or your debt with the Third Party be reduced by the same amount or other benefit.
- 2.8.3) Any company you claim against may charge you up to ten pounds for the provision of statements/agreements and if they are unable to deduct this from your account we may pay it on your behalf and invoice you for the same amount.
- \*Our basic processing costs are based on the expenses we have incurred during the process of your claim. We will always try to mitigate these costs where possible and you can contact us at any time for the up-to-date costs incurred in the processing of your claims. \*\*Where legal proceedings are required to settle your claim we will charge for the preparation of the legal documents of between one hundred and fifty and four hundred and fifty pounds dependent upon the complexity of the claim. If the Company determines that the value of your claim will not reasonably cover the costs of such preparation we may discontinue your claim after giving written notice to you. In any event written authorisation will be required from you before such preparations will be carried out by the Company. This charge, and any solicitor's fees, will be deducted from your final settlement or invoiced in the event your bank deducts your settlement from an outstanding debt with them.

- 4. Cancellation and Termination**
- 4.1) You have 14 days from the date of signing the Letter of Engagement to cancel your claim(s) or 14 days from the date of signing the original Letter of Authority where subsequent new claims are registered to an existing contract. This should be by written notice by post to Bank-Smart, Cancellation Team, 11-15 Betterton St, Covent Garden, London, WC2H 9PB or email to cancellations@bank-smart.co.uk. Written/email notification must be received by us within the 14 day period and any cancellations of claims after this period will be subject to a cancellation fee dependent upon the tasks we have carried out. The fee may be anything from our basic processing costs up to our full commission and costs, details of which can be found by clicking the 'cancel' link next to your claim within the Bank-Smart client area of the website or within the help section of the Company website, by email or by writing to us at Bank-Smart, Cancellation Team, 11-15 Betterton St, Covent Garden, London, WC2H 9PB. Cancellations after the demand for payment has been made to your bank/financial institution are subject to our full fee as stated in condition 2.8. Proof of sending is not proof of delivery and we recommend that cancellation letters be sent by recorded delivery. Please ensure that you keep a copy of all cancellation emails.
- 4.2) If you settle your claim with the Third Party before we have calculated the value of your claim you will be liable to pay twenty five percent plus VAT of the amount refunded, or our basic processing costs, whichever is the greater. For a full list of these charges write to us at Bank-Smart, Cancellation Team, 11-15 Betterton St, Covent Garden, London, WC2H 9PB or email cancellations@bank-smart.co.uk
- 4.3) This agreement shall terminate upon:
- 4.3.1) settlement being obtained from the Third Party and full payment of our fees; or
- 4.3.2) upon the Company giving you notice that no further action in relation to your claim will be taken by the Company, and full payment of any fees; or
- 4.3.3) upon written cancellation and payment of any relevant cancellation fee.

- 5. Complaints**
- 5.1) If you are unhappy with the Company's service you have the right to complain. If you have a complaint please view our complaints procedure on our website or contact us by: Emailing complaints@bank-smart.co.uk or by writing to us at Bank-Smart Complaints, 11-15 Betterton St, Covent Garden, London, WC2H 9PB and we will provide you a copy of our complaints procedure.

- 6. Data Protection**
- 6.1) The Company will process all information in accordance with the Data Protection Act 1998. We use the personal information you provide to assess your position and carry out the services we provide. By providing your personal information you explicitly authorise us to process your information. If you provide information to us about another party you confirm they consent to us processing their personal information and that you collected the information on their behalf. You can request a copy of the information we hold about you at any time by writing to the Company's address and enclosing a cheque for £10 made payable to Symmetric Systems Limited. We may disclose the information you provide to our trusted partners who may contact you about other relevant services. If you do not want us to do this please let us know when returning your claim pack.

- 7. Force Majeure**
- 7.1) The Company shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

- 8. Variation**
- 8.1) No variation of this agreement or these conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

- 9. Waiver**
- 9.1) A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

<u>Example Service Charges</u>	<u>Example 1</u>	<u>Example 2</u>	<u>Example 3</u>
<b>Charges/Premiums Reclaimed (or other claim value)</b>	<b>£950</b>	<b>£300</b>	<b>£2,000</b>
<b>Example Interest Reclaimed</b>	<b>£290</b>	<b>£80</b>	<b>£560</b>
Bank-Smart Commission (25% plus VAT)	£310 + £62 VAT	£95 + £19 VAT	£640 + £128 VAT
Estimated Bank-Smart Processing Costs*	£250	£100	£400
Legal Fees and Solicitors Costs	N/A	N/A	£350
Bank-Smart TOTAL Fee (25% subject to processing costs + VAT)	£310 + £62 VAT	£100 + £20 VAT	£640 + £128 VAT
Legal Fees & Solicitors Costs Recoverable from you	N/A	N/A	£350
<b>Settlement (the amount payable to you)</b>	<b>£868</b>	<b>£260</b>	<b>£1,442</b>

- 2.9) The costs payable under condition 2.8.2 will either be deducted from the final settlement received or be payable by you (should payment from the Third Party be made directly to you or your debt with the Third Party be reduced by this amount). You agree to authorise payments to be made direct to Bank-Smart under reference EC.2.1
- 2.10) You agree that in the unlikely event that your claim is not settled before the date of any hearing scheduled to address this matter you will attend said hearing in person at the required court. In the event a hearing is scheduled and required to be attended, the Company will contact you prior to the hearing date to confirm your attendance. Failure to attend the said hearing will result in a failed claim and you will be responsible for all applicable costs.
- 2.11) The Company will deliver invoices during the course of the claim for our fees (as set out in condition 2.8) whenever a settlement from the Third Party is made (whether or not such payment is in part settlement or full settlement) and for the avoidance of doubt further invoices will be issued whenever any further settlement is paid, your debt reduced by way of settlement or other benefit received by you.
- 2.12) You agree to cover our reasonable processing costs plus VAT per claim in all cases plus all court costs and legal fees (where such fees have been paid on your behalf). A full list of our basic processing costs can be obtained by request at no cost by emailing claims@bank-smart.co.uk, by writing to 11-15 Betterton Street, Covent Garden, London, WC2H 9PB, or by visiting the Company website.
- 2.13) If you submit a claim that has no value i.e. there is nothing to reclaim, we will charge you for the work completed on that claim up to and including the date this became known to the Company.
- 2.14) Due to the complicated nature of the claim and the tactics used by financial institutions to delay claims, the total time taken for claims to complete can vary greatly. For this reason, timescales are given only as a guide to averages only and you must understand that claims, particularly for personal current accounts, could take a long time to complete and you agree to be bound by these terms until completion or cancellation having paid the cancellation fee in full. Success is in no way guaranteed or implied.
- 2.15) You shall co-operate with the Company in all matters relating to the claim and in particular respond to the Company's correspondence as soon as reasonably practicable or you may incur further costs.
- 2.16) Without prejudice to any other right or remedy it may have, if you fail to pay the Company on the due date for payment, the Company may:
- 2.15.1) suspend services on all or some of your claims until payment has been made in full.
- 2.15.2) forward to a third party debt recovery company at a further cost per invoice (see term 2.4.1).
- 2.15.3) issue court proceedings for the recovery of the debt, plus £150 for legal and other administration costs, and all applicable court costs and interest.
- 3. Liability**
- 3.1) This condition 3 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents or sub-contractors to the Company) in respect of:
- 3.1.1) any breach of this agreement; and
- 3.1.2) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 3.2) The Company's liability to you – the Company shall not be liable to you for any loss or damage as a result of:
- 3.2.1) the Company having acted on your instruction or following receipt of any information from you;
- 3.2.2) the Company's services being unavailable through any cause beyond our reasonable control.
- 3.3) The Company will not be held responsible, other than that carried out by the Company, by any action taken by the Third Party against you as a result of any claim made on your behalf by the Company.
- 3.4) You must disclose if you have received any settlement for any claim on the account/policy/product specified within the last 6 years or any part of monetary recompense or have instructed another organisation to do so on your behalf. Failure to disclose this information in writing will leave you liable for all reasonable costs incurred by the Company.
- 3.5) You agree that any debt or liability incurred by you under this agreement shall be solely the responsibility of you, the Claimant, unless as a direct result of the actions of Bank-Smart.
- 3.6) The Company reserves the right:
- 3.6.1) to apply any monies recovered for you on any claim in or towards satisfaction of any monies due by you and payable to the Company in respect of that claim and any other claims dealt with or being dealt with by you by the Company.
- 10. Severance**
- 10.1) If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 11. Assignment**
- 11.1) You shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 12. Rights of Third Parties**
- 12.1) This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 13. Notices**
- 13.1) Notices given under this agreement shall be in writing, sent to the address or email address provided by you or in the form of comments through your online secure Bank-Smart account. A notice is deemed to have been received: if delivered personally, at the time of delivery; in the case of email, at the time of transmission; in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting; and, if deemed received under this condition is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by email to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 14. Tax Claims**
- 14.1) Tax refund claims may be passed to a third party Company for processing and any commission due must be paid directly to them. Bank-Smart reserves the right to invoice you directly for the basic processing costs incurred plus VAT and the third party Company will reduce their invoice by the same amount should payment not be made within 60 days from the date of invoice. We are obliged to inform you that where we refer a claim to a third party Company we may receive a referral fee. We receive from £10 to 50% of the commission charged by the third party.
- 15. Personal Injury Claims**
- 15.1) Personal injury claims will be passed to a third party specialist solicitor who will complete your claim for compensation on a no win no fee basis. We are obliged to inform you that where we refer your case to a solicitor we may receive a referral fee. This fee only applies on cases where the appointed solicitor is able to recover their fees from your opponent. The fee we receive is five hundred pounds sterling. We must stress that this does not affect the way your claim is handled or the amount of compensation you may receive. You will receive 100% of the compensation for personal injury.
- 16. Unenforceable Contract Claims**
- 16.1) In the event that you submit an unenforceable claim against any loan, credit card or other regulated agreement that Bank-Smart are yet to complete the return of penalty charges to you, on completion of the unenforceable claim, you agree to repay the total commission and costs due to Bank-Smart for the associated Bank-Smart claim as stated in condition 2.8.
- 16.2) You agree that on submission of any unenforceable claim the Company will not be liable for any repercussions as a result of your non-payment of any outstanding existing debt. Please view our website, the OFT website or write to us at our registered address for further information on the possible implications of submitting an unenforceable claim. Claims are deemed to be settled in full when either the debt is deemed unenforceable by the Third Party or the Courts, or by the Company if the conditions detailed in the OFT guidelines on unenforceability are met, or if the Company is not provided with a copy of the agreement within the timescales required under the Consumer Credit Act.
- 17. Governing Law and Jurisdiction**
- 17.1) This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 17.2) The parties agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.