

PRE-CONTRACT INFORMATION AND TERMS AND CONDITIONS OF CONTRACT



This document (**Agreement**) sets out the terms and conditions for the appointment of ACL Consultancy Ltd ('We or 'Us') to act on the client's behalf (**you**) in all aspects of the administration and negotiation of your claim for compensation.

1. This Agreement

- 1.1. We are **ACL Consultancy Ltd (ACL)** Registered address: **The Old Carnegie Library, 361 Ormskirk Road, Wigan, WN5 9AE** registered in England and Wales with registered company number **07865881**.
- 1.2. ACL Consultancy Ltd is authorised and regulated by the Financial Conduct Authority (FCA) for regulated claims management services. Our firm reference number is: 830071
- 1.3. You appoint us under this agreement as its exclusive agent to provide claims management services to you.
- 1.4. We provide reclaiming services in respect of Mortgages, Investments, Pensions as well as Authorised Push Payments. We will make a claim for compensation on your behalf.

2. Services:

- 2.1. Once we receive your written instructions, the documentation for which has been provided to you with this Agreement, we will investigate our claim by obtaining copies of any documentation from the organisation responsible for the sale and/ or provision of the product(s) and/or services in respect of which you have a claim. This could be a lender, bank, building society, insurance company, pension provider, financial advisor, investment manager or any other FCA regulated organisation (unless you can provide this documentation to us).
- 2.2. If we think that you may have been mis-sold & financial products or you have been subject to a scam and are seeking recovery, we will send you a questionnaire to complete to enable us to assess whether a claim is pursuable.
- 2.3. If we establish you have been mis-sold any financial products or you are a victim of a scam, we will submit a claim to the organisation. The organisation has eight weeks in which to respond to the claim (although it may take longer).
- 2.4. Where your claim is rejected by your service provider we may submit it to the Financial Ombudsman with your authorisation.
- 2.5. If the organisation has been declared in default we will submit your claim to the Financial Services Compensation Scheme (**FSCS**).
- 2.6. If your claim is successful and you receive compensation, we will charge you a fee (the **Success Fee**) as shown in clause 6.
- 2.7. If you decline an offer of compensation which we advise you to accept, and that compensation is in accordance with FOS guidelines, our service under this Agreement will be complete and we will charge you our Success Fee as shown in clause 6.2 of this Agreement.

3. Our obligations

- 3.1. We will:
 - 3.1.1. Exercise due skill, care and diligence in providing our services under this agreement. Notwithstanding, we do not guarantee you a successful claim.
 - 3.1.2. use our reasonable endeavours to obtain compensation for the claims which are pursued on your behalf.
 - 3.1.3. promptly notify you if the claim is not pursuable. It is at our sole discretion to decide whether or not to proceed with the claim at any time during the claims process, but we must act reasonably in taking such a decision.
 - 3.1.4. Communicate information received by your service provider for your attention promptly as possible and in any event within 14 working days by email/telephone/SMS or letter/.
 - 3.1.5. To act in the best interests of the clients
 - 3.1.6. To be truthful and honest in all its dealing with the client.
 - 3.1.7. promptly notify you of the progress and the outcome of the claim at least every 3 months via SMS/Email/Letter or via the telephone; and
 - 3.1.8. not disclose any of your personal information to anyone without your consent or as required by law, court order or as requested by any other government or law enforcement authority or as requested by any company or other entity to whom we may either transfer or subcontract any or all of our obligations to you under this Agreement.

4. What we will not do

- 4.1. We are not solicitors and are not able to pursue your claims through the court system and would recommend that you seek advice from a solicitor if this is an option you wish to pursue. We are unable to provide tax, debt or financial advice. Should you be considering legal action via the courts or be concerned by the limitation position – we strongly advise that you seek independent legal advice prior to our engagement.
We are not able to pursue advisors or companies overseas.

5. Your obligations

- 5.1 By signing and returning the Letter of Authority (provided to you with this Agreement) you are agreeing to the terms and conditions set out in this Agreement and appoint us as your agent to liaise with your service provider on your behalf.
- 5.2 You must ensure that you always supply truthful and accurate information. We will rely on the information and documents provided by you as being true, accurate and complete. We will not check such information, except where we are under a legal obligation to do so.
- 5.3 You must forward any correspondence which you receive regarding your claim to us.

5.4 You must promptly reply to any request for further information and documents we make.

5.5 You must pay our fees within 14 days of receiving an invoice from us. You should consider how you will pay our fee if you decide to decline an offer of compensation which we recommend that you accept.

5.6 You must notify us if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:

(a) Have ever been declared bankrupt

(b) Are subject to a bankruptcy petition

(c) Are subject to, or have ever been subject to, an individual voluntary arrangement.

(d) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors

(e) Are currently subject to, or have ever been subject to a debt relief order; or

(f) Are or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) including but not limited to sequestration. If so any compensation or settlement monies might, in certain circumstance be offset against your outstanding debts and you will where necessary need to pay our fee (s) from funds that are not subject to the processes or arrangements listed at (a) to (e).

6. Our Fees

6.1 If we are unsuccessful in securing an offer of compensation for you, you will not have to pay us any fee (s).

6.2 If we are successful, we will charge you either (i) a Success Fee of 15% plus VAT of the gross compensation which you receive or (ii), if you decline an offer of compensation which we recommend that you accept, we will charge you a Success Fee equal to 15% plus VAT of the gross compensation which was offered to you. The maximum we will charge for any one claim is £10,000 plus VAT.

Typical examples of how our fee will be calculated is set out below based on the level of compensation awarded:

Offer of Compensation	ACL Fee	VAT	Total due to ACL	Client receives:
£9,999	15% = £1,499.85	£299.97	£1799.82	£8,199.18
£24,999	15% = £3,749.85	£749.97	£5999.76	£20,499.18
£49,999	15% = £7499.85	£1,499.97	£11,999.76	£40,999.18
£80,000	£10,000.00	£2,000	£12,000.00	£68,000.00

The fee illustration is not to be taken as an estimate of the amount likely to be recovered by you.

6.3 With regards to pension related claims it is possible that the success fee may become payable before you have access to your pension and you will; where necessary, need to pay our fees from your own funds.

6.4 In the event that you have opted to pay of existing debt rather than receive the funds, you will still have to pay our fees.

6.5 You may receive refunds in stages. For example, you may receive a partial refund and the rest in stages at a later time. In these cases we will charge you when you receive any refund.

6.6 In accordance with clause 7, we may also apply charges in the event that you terminate this agreement after the expiry of 14 days from the date that the Letter of Authority is signed.

7. Cancellation /Termination

7.1 If you decide that you do not want to proceed with our services you can cancel this Agreement at any time your cancellation within 14 days without giving any reason and without incurring any liability or charge.

7.2 You can communicate your cancellation by telephone, email, in person or by writing to us at any time, using the attached cancellation form. If cancelling by post, we suggest any letter is sent by recorded delivery, but this is not obligatory.

7.3 To meet the cancellation deadline, it is sufficient for you to send communication concerning the exercise of your right to cancel before the cancellation period has expired. We can cancel this Agreement at any time if you breach any of your responsibilities under the terms of the Agreement and you fail to rectify your breach within 14 days of us informing you of the breach, which we will attempt to do by both telephone and post.

7.4 If you terminate your Agreement after the expiry of 14 days and before an offer of compensation is made, we will charge you a Reasonable fee based on the value of the work that we have undertaken up to that point at the rate of £100 per hour (excluding VAT) or £120 per hour (including VAT).

8 Exclusions

8.1 We exclude liability to you for any tax liability incurred due to your failure to pay tax on the compensation/redress received. It is your responsibility to fulfil your personal tax obligations. Professional advice should be sought by you if in doubt of your tax obligations.

8.2 Neither party shall be liable for a breach of this agreement by failing to perform their obligations under this agreement due to force majeure or any unforeseeable circumstances outside the control of the affected party.

9 Your Personal Data

We will use the personal information you give to us during the claims services process to:

9.1 Provide the Claims Services. We will not provide your personal data to any third party organisation except for the purpose of providing the claims services.

10 Other important information

10.1 You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate to your claim for compensation. In particular you have the right to shop around and you should be aware of the services provided by FOS.

10.2 You acknowledge that you are entitled to pursue a claim for compensation directly at no cost, with the ability to take matters further with FOS or the Small Claims Court yet still wish to pursue your claims using the services of ACL.

10.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement which means that only you and us have any rights under this Agreement. However, if you ask us to liaise with any third parties on your behalf in relation to this Agreement, we will do so provided that you give us your written permission.

10.4 Our services are personal to you and for this reason you are not able to assign this Agreement to any other person.

10.5 You acknowledge that there is a small risk that a claim may result in court proceedings. In the highly unlikely event that this occurs we will continue to provide our services and arrange for you to be represented by a solicitor.

10.6 You acknowledge that we may pass your details to third party companies whose products and services may be of interest to you but we would not do so without your prior consent.

10.7 You acknowledge that any information provided is no substitute for legal advice.

12 Assignment

We shall be entitled to assign our rights, duties, obligations and/or benefits under this agreement to a third party claims handler who will take on the meaning of us in this Agreement. Should this assignment take place you do not lose any rights under this Agreement.

13 Complaints

We hope that you will be very pleased with the service that we provide but in the unlikely event that you have a complaint please refer to the enclosed complaints procedure. You can also complain **by e-mail: info@aclconsultancy.co.uk by telephone on 0333 358 0074 or by post to ACL Consultancy Ltd, The Old Carnegie Library, 361 Ormskirk Road, Wigan, WN5 9AE**

14 Governing Law

14.1 This agreement shall be subject to the laws of England and Wales.

14.2 By entering into this agreement both parties agree that any disputes that arise about the terms of the agreement shall be settled in accordance with English and Welsh law.

14.3 Both parties submit to the exclusive jurisdiction of the English and Welsh court to resolve any disputes that arise under this agreement