



## TERMS OF INSTRUCTION

*Please read then sign and date at the end*

I hereby appoint i-Sm@rt Consumer Services to act on my behalf as my sole representatives in respect of my claim for such fees levied or applied to my bank accounts, credit cards or store cards. I shall provide all information required by i-Sm@rt Consumer Services, as requested, by return. I shall not enter into any agreements (including a pre-court or Financial Ombudsman Service agreement) with the Bank without first consulting i-Sm@rt Consumer Services. In consideration thereof i-Sm@rt Consumer Services will:

- Prepare any necessary correspondence to the Bank
- Review all information provided by my Bank in relation to the claim
- Undertake all necessary negotiation and settlement figures on my behalf
- Calculate the entire sum of money owed including interest applicable
- Provide representation at the Small Claims Court or with the Financial Ombudsman, as applicable

### **Cancellation**

i-Sm@rt Consumer Services Ltd can cancel this agreement at any time and no fee will be payable by you if we think there are no grounds for a complaint or that your claim is unlikely to succeed. The company shall have the right to terminate the contract by giving written notice to the client and at any time to immediately terminate the contract if there occurs any material breach by the client of any term of the contract which is irremediable or if remediable is not remedied to the company's satisfaction within 15 days of a written notice by the company specifying the breach and requiring it to be remedied; or the client is adjudicated bankrupt; or the client does not follow any recommendations of the company.

The client shall have the right to terminate the contract by giving written notice to the company within 14 days of signing the contract. In the event that the client terminates the contract after 14 days the company reserve the right to make a cancellation charge that will reflect the work undertaken by us in pursuit of your claim. Naturally this could be anything up to our full fee plus VAT at the time. If we have received an acceptance of liability or an offer of compensation, a charge of the greater of three hundred and fifty pounds plus VAT, or 25% of the claim plus VAT. Cancellation of the agreement must be done in writing.

### **Law & Jurisdiction**

The law applicable to this contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting this contract. Services provided by the Company may include, but is not applicable in every case, commence legal proceedings to recover compensation. The company makes no representation or warranty to the Client that compensation will be obtained or is in any way guaranteed. The Company reserves the right at any time, at its sole discretion, not to pursue a claim for compensation and will notify the Client in writing if this should occur.

### **Force Majeure**

The company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control and the time for performance shall be extended by the period of any such delay.



**Payment**

i-Sm@rt Consumer Services will endeavor to recover all such bank charges and undertake to forward any payment from my bank to me within seven days from the date received, subject to the agreed fee of 25% +VAT. We require that you promptly pay our fee no later that 10 days after you receive your compensation (if you are paid direct) or if you have no intention of accepting the offer and we recommend that you do so, 10 days after our recommendation. In the event the company takes steps to recovery any service charges due and unpaid by the client to the company, the client shall pay to the company a recovery fee of £100 plus VAT. An example of our fee - Compensation awarded is £600, our fee £150 + vat, would equal total costs to you of £176.25. Amount paid to you equals £423.75. Court fees paid by us in relation to your claim are repayable to us. If you are paid direct we will invoice you for the same amount. The bank will pay any court fees owed as part of any settlement made in relation to the case.

**Complaints**

i-Sm@rt Consumer Services Limited has an internal complaints procedure, which can be viewed on [www.bankcharging.co.uk](http://www.bankcharging.co.uk). A copy can be supplied on demand.

**Client Declaration**

I/We confirm that I/we have read and understood the above terms and conditions and by signing below confirm acceptance of the terms and conditions of the agreement with I-Sm@rt Consumer Services Ltd and wish them to act on my/our behalf. I/we confirm that I/we have read and understood the data protection statement. This agreement is a binding contract and by signing it you are accepting its terms.

Name(s).....

Address.....

.....

Post Code.....

Telephone.....

Mobile. Tel.....

E-Mail.....

Signed.....(2 if applicable) .....

Date.....

Claims Management  
i-Sm@rt Consumer Services Ltd  
PO BOX 7252  
Higham Ferrers  
Rushden  
NN10 8WS

0800 043 3025  
[www.bankcharging.co.uk](http://www.bankcharging.co.uk)  
[info@bankcharging.co.uk](mailto:info@bankcharging.co.uk)

You can view a copy of this contract online

Please photocopy for your records if you wish to keep a copy. We require original to be returned to us at the address above