

Payment in respect of our services and related fees:

We will review your credit agreements and advise you whether the agreements are enforceable and fair and whether the creditor has acted in breach of contract or duty. If the creditor has not complied with the requirements of the Consumer Credit Act 1974 ("the Act") and Regulations made under the Act about the form and content of your credit agreement or if the creditor cannot now comply with certain statutory obligations under the Act, your credit agreement may be completely unenforceable. We will consider whether the credit agreements are enforceable and fair and whether the creditor has acted in breach of contract or duty and will advise you about your rights and obligations under each credit agreement and options for repayment. We will negotiate with the creditors and try and agree any appropriate reductions in the sums outstanding and/or the payment to you of any appropriate compensation, secure an enforceable acknowledgment on the part of the creditor that you have no liability to pay, or establish that the creditor has breached their obligations under the Act under each credit agreement.

CANCELLATION

1. You may cancel this agreement by giving notice in writing to us at the address given above. You have 15 days starting with the day upon which you sign this agreement. If you cancel the agreement within 15 days any sum you have paid to us on account of our fees will be repaid to you.

FEES

2. All of our fees are inclusive of VAT.
3. You will pay to us a sum on account of our fees calculated as follows: administration fee as outlined on your payment form overleaf, plus audit fee at our standard rate of £145 per agreement submitted for review.
4. You will pay to us the sum on account of fees either in full when you sign this agreement or in accordance with the terms of our 3-month payment plan as separately agreed.
5. We will charge you £145 per hour for the service to be provided by us but unless we are successful you will not have to pay us any more than the sum paid on account of our upfront administration fees, which are outlined on your payment form.
6. If we decide that each of the credit agreements is enforceable and fair and that the creditor has not acted in breach of contract or duty we will advise you that we have not been successful and after charging our standard administration fee as outlined on your payment form overleaf for work actually done we will invite you to apply for a refund of any balance of your payment on account of audit fees which may be due to you.
7. We will be considered to have been successful if you secure any reduction in the sum outstanding, you receive a payment of compensation under any of the credit agreements, we secure an enforceable acknowledgment on the part of the creditor that you have no liability to pay, or establish that the creditor has breached their obligations under the Consumer Credit Act within the period of 12 months following the date of this agreement (whether or not you have terminated the agreement within that period), or at any time thereafter whilst we or the nominated solicitor is still acting on your behalf in respect of the relevant credit agreement.
8. A reduction in the sum outstanding under a credit agreement will be the difference between the creditor's stated balance outstanding and the reduced amount (if any) which the creditor agrees to accept from you or which the court determines you should pay calculated at the date of the agreement or order.
9. A payment of compensation will be considered to have been paid by the creditor and received by you whether the amount is in fact paid to you or is set off by the creditor against any other liability which you may have to the creditor, or if we secure an enforceable acknowledgment on the part of the creditor that you have no liability to pay, or establish that the creditor has breached their obligations under the Consumer Credit Act.
10. The total of any reduction in the amount outstanding and of any compensation paid, an enforceable acknowledgment on the part of the creditor that you have no liability to pay, or an establishment that the creditor has breached their obligations under the Consumer Credit Act which relates to the credit agreements or any of them is referred to in this agreement as "the amount recovered".
11. If we are successful we will be entitled to charge you for any additional time actually spent by us on providing the service to you in respect of the relevant credit agreement at the rate of £145 per hour ("additional fees") but
 - (a) save for the sum paid by you on account of our fees we will not under any circumstances charge you more in fees than the amount recovered
 - (b) we will not charge you any additional fees unless the total recovered exceeds the sum you pay to us on account of fees
 - (c) in any event we will not charge additional fees of more than £1,000
12. The additional fees will be payable in accordance with clause 11 above whether or not we are an effective cause of any reduction in the sum outstanding or any payment of compensation under any of the credit agreements.
13. Our services may be marketed through Authorised Representatives as outlined in our Terms of Instruction, who may be paid a commission for introducing you to us. We will provide you with details of the commission if you ask us to.

SET OFF AND PAYMENT OF FEES

14. We may set off sums due to you as compensation or other payment received by us on your behalf against any fees due from you to us.
15. You will pay us any additional fees within 21 days of the date of the invoice which we deliver to you.
16. You will pay us promptly and if you do not then we will be entitled to suspend our service to you and to immediately recover any additional fees due from you to us under this agreement.
17. You will pay us the additional fees without any deductions and whether by way of set off or cross claim or otherwise.
18. You will pay us interest on all sums which are due but which you have not paid at the rate of 1% per month.

TERMINATION

19. You may terminate this agreement at any time.
20. If you terminate the agreement:
 - (a) we will be entitled to charge our hourly rate of £145 per hour for work actually done and we will repay any balance of your payment on account of fees which may be due to you;
 - (b) you will only have to pay us any additional fees under clause 11 above if we have been successful.
21. We may terminate the agreement if you commit any breach of your obligations under our Terms of Instruction and if you fail to remedy that breach within 7 days of notice given by us to you.

ASSIGNMENT

22. We may assign any of our rights under this agreement.
23. You may not assign any of your rights or obligations under this agreement without our agreement in writing.

COSTS CHARGES AND EXPENSES

24. You will indemnify us against all costs, legal costs, charges and expenses which we incur in recovering any fees due from you to us under this agreement and will do so whether or not any claim we make against you is allocated to the small claims track and so that any legal costs will be summarily assessed and added to the amount of any judgment against you.

