

Terms of Business – relating to mortgage mis-selling

Mortgage Auditors is a trading style of Personal Reclaims Limited (Company Number 06760146) registered office is 20 Garrick Lane, New Waltham, Grimsby, Lincs DN36 4WD. We are a claims management company who provide a claims management service in respect of mortgage contracts and associated financial products.

The following terms constitute the Terms of Business for Personal Reclaims Limited to provide services as described below. (Mortgage Audits and Mortgage Auditors are a trading style of Personal Reclaims Limited).

1. Interpretation. For the purposes of these Terms of Business

- 1.1 'Company' 'we' 'us' and 'our' are references to Personal Reclaims Limited (PRL).
- 1.2 'Client' 'you' and 'your' are references to the person to whom our Terms of Business are addressed.
- 1.3 'Compensation payment' is defined as the amount paid to the client in respect of awards and interest or any compensation claimed for whatever reason as secured by PRL.
- 1.4 'Letter of Authority' means the letter signed and returned by you to PRL authorising PRL to act as your representative in respect of your claim.
- 1.5 'Contract' refers to the obligations between, and of, the company and the client as entered into and as set out in these terms of business.
- 1.6 'Bank' means a bank, building society, product supplier or credit card company.

2. Obligations of the client. You agree to:

- 2.1 Promptly supply PRL with all or any relevant documentation reasonably requested.
- 2.2 Ensure that any information supplied to PRL will be accurate and not misleading. (This could affect your compliance due to providing inaccurate or misleading information.
- 2.3 Inform PRL immediately should you receive any communication from your bank, lender or relevant institution.
- 2.4 If settlement is made directly to you by your lender, by however means, you agree to pay Personal Reclaims Ltd its fee within 14 days after completion.
- 2.5 You have been advised and understand, you have the right to complain to your lenders or third party suppliers freely and directly.

3. Performance.

- 3.1 PRL shall at all times treat you fairly and communicate in a fair and understandable transparent manner.

4. Liability

- 4.1 The clause prevails over all other clauses and sets forth the entire liability of PRL and your sole and exclusive remedies in respect of: The performance, non-performance, purported performance or delay in performance of the agreement, or otherwise in relation to the Agreement or entering into or performance of the Agreement.
- 4.2 Nothing in the contract shall exclude or limit PRL's liability for (i) fraud, (ii) death or personal injury caused by its breach of duty.
- 4.3 Before we can evaluate your claim against your bank, we are required to hold and process information about your personal agreements affected. In consequence, it will be necessary for you to agree to provide us with details of your personal and financial circumstances and such other information and documents that we may specifically request, by signing this agreement you therefore and agree to our request.
- 4.4 PRL are not active as legal or financial advisers, and as such none of its employees or agents may give clients financial or legal advice at any time, either verbally or in writing.
- 4.5 Should an institution deem it necessary to close an account of a client of PRL, we accept no liability, consequential loss or other result of the account closure.

5. Data Protection Act.

- 5.1 During the engagement of PRL the company will request information in connection with your personal and financial situation.
- 5.2 The information we obtain about your personal and financial situation may constitute 'personal data' or 'sensitive personal data' under the Data Protection Act 1998. You expressly authorise us to process information.
- 5.3 If requested by you, we shall provide you with all details held about you.
- 5.4 By acceptance of the Company's privacy policy and unless and until the Company receives written instruction to the contrary, the client agrees that the Company may share the Client's personal information with associated companies or firms or service partners for assisting the Client with the Client's claim for compensation or any financial matter, you also agree to receiving communication by any means including phone email and text about financial claims from PRL. that the Company believes may be of assistance to the Client. To opt out of this please tick this box { }

6. Misleading information.

- 6.1 The Company reserves the right to charge the client an administration fee if any information provided by the client is misleading or contains material omissions which result in the Company providing the service to the client which it would have declined to do if it had been in possession of the full information. This fee is £95 per hour plus vat as outlined in paragraph 8.4 of this contract.

7. Force Majeure

- 7.1 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.
- 7.2 All audited agreements are based on information supplied by you or third parties: PRL accept no responsibility for the accuracy of information provided or received from you or third parties.

Signature: **X** _____ Signature: **X** _____

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8. Fees

- 8.1 If we do not secure any compensation for you, you will not have any further fees or charges to pay.
- 8.2 On completion/success you agree to pay us the fee of 20% plus VAT of any compensation payment or award including all and any redress to amended contracts. This fee is payable regardless of how the award is paid and will include any or all payments paid directly off existing liabilities resulting in existing loan liabilities being reduced.

(Example (1) commission)

Claim awarded of £5000.00 x 20% + 20% VAT equals commission payable to Personal Reclaims Limited £1,200; this commission is payable regardless of cash payments or reductions of liabilities.

(Example (2) commission)

Claim awarded of £1000.00 x 20% + 20% VAT equals commission payable to Personal Reclaims Limited £250.00.

This commission is payable regardless of re-mortgage facilities being offered to you, cash payments, gifts or any reduction of liabilities.

This commission is based on success with your claim against your bank, building society, product supplier or lender who agree to make a compensation payment either direct to you, or to Personal Reclaims Ltd or make payments directly off your existing accounts/liabilities.

- 8.3 You agree that we may receive your compensation payment from the provider on your behalf and you will inform us directly if payments are made directly to you or paid directly into any of your accounts within 7 days of receipt.
- 8.4 Mortgage Audit assessment fee is £495.00 + 20% VAT payable in two stages: (Total £594.00)
Our hourly rate is charged at £95.00 per hour plus vat as scheduled paragraph 6.1. (Inclusive of vat £114.00 per hour)
- 8.5 The fee scale detailed in 8.2 will apply in circumstances whereby you wish to appeal the amount of an offer received from a provider, or you wish to challenge the offer by the provider by appealing to the Financial Ombudsman Service.
- 8.6 You agree to pay the fee within 7 days of receiving our invoice. Any outstanding balance beyond this date will accrue interest at Barclays Bank base rate plus 6% until payment is made or terms agreed for payment of the outstanding debt. (This fee is payable on completion in the event your lender pays your refund direct to you, your bank/building society account or deducts the full amount from your existing liability.)

9 Law and Disputes.

- 9.1 The contract and your relationship with us shall be governed by English Law and you and the company (PRL) submit to the exclusive jurisdiction of English Courts.
- 9.2 We aim to provide you with a high quality service to meet your needs but if at any time you wish to make a complaint about any aspect of our services, please contact the Complaints Handler at Personal Reclaims Ltd.
- 9.3 We will acknowledge your complaint within five working days and give you a full response within eight weeks, Where we are unable to resolve your complaint within eight weeks, we will write to you again and explain our reasons why and give you a full written response within a further four weeks, which will be twelve weeks from your initial complaint.

If you are unhappy with our response or we do not respond to your complaint within eight weeks you may refer the matter:

By post: To the Legal Ombudsman, PO Box 6804 Wolverhampton WV1 9WG or by Email: cmc@legalombudsman.org.uk or by telephone: 0333-5550-333

10. Cancellation.

Personal Reclaims Limited allows a 14-day cancellation/cooling off period without charge for any services.

All fees will be refunded in full only if cancelled during this 14-day period. If you cancel out of the cooling off period prior to a mortgage audit being concluded we will charge a reasonable charge that will not exceed £295 plus 20% vat. If however we fail to produce a completed audited file including exhibits we will refund your fee in full without any further charges.

- 10.1 The Client shall have the right to terminate the contract at any time.
- 10.2 Any termination by the Client must be communicated by telephone to the Company's Customer Service Department on **0845-313-8474** and promptly confirmed in writing. The Company recommends that the written confirmation of termination should be sent by recorded delivery.

The Company will acknowledge the Client's written confirmation of termination within 2 working days of receipt. If the Client does not receive this acknowledgement within a week, the client should contact the Company's Customer Service Department to check that his/her confirmation of termination has been received.

11. Confidentiality

Both parties agree to keep confidential the subject matter of the Contract and any information (whether written or oral) acquired by that party in connection with the Contract and not to use any such information except for the purpose of performing its obligations under the Contract.

12. Solicitors instruction

In the event we refer your file to a solicitor the commission due on this contract will be cancelled, you will not be responsible to pay our completion fee. If you agree and consent to opt in explained in para 5:4 you may be responsible however for any fees or insurances that may be arranged by your own or referred solicitors. Ensure you seek independent legal advice if required. Note! We may receive a referral of £200, if this fee is higher we will advise you accordingly in writing.

13. I/we can confirm that we have read and understood these terms of business and agree to the charges set out in this document.

Signature: **X** _____ Signature: **X** _____

Customers Cancellation Form

Post To:

Personal Reclaims Limited, 20 Garrick Lane, New Waltham, Grimsby, Lincolnshire, DN36 4WD

Telephone 0845-313-8474

Or email administration@personalreclaims.co.uk

I/We hereby give notice that I/We cancel my/our contract with regards our financial matters:

Mortgage assessment auditing or potential Mis-selling of My/our instruction to you.

Order and instruction date _____ Received date _____

Name of Consumer: _____

Address of consumer: _____

Signatures of consumers: _____

Date: _____

To cancel this process please sign, date and return to:

Mr E E A Marshall
Personal Reclaims Ltd (trading as Mortgage Auditors)
20 Garrick Lane
New Waltham
Grimsby
North East Lincolnshire
DN36 4WD