

# TERMS OF ENGAGEMENT

## Mis-Sold Payday Loans

### 1. ASHLEY HOWARD will:

Pursue a claim for a refund on your behalf.

- Deal with all areas of your claim, including all correspondence and negotiations (where required) with the relevant companies and/or institutions. It may be necessary for us to obtain further signed documentation to make this possible.
- If needed, we will pursue your claim with the Financial Ombudsman Service at no additional cost to you.
- Inform you in writing of any/all offer(s) of settlement we receive on your behalf.
- Always act in your best interests when pursuing your claim and we will make reasonable efforts to achieve a refund for you.
- Your lender may uphold other mis-sold Payday Loans that you may have purchased and/or offer compensation. If this is the case, we will deal with these cases on your behalf and the same charges of 30% + VAT, which totals 36%, will apply.

### 2. ASHLEY HOWARD will not:

- Give/offer you financial advice.
- Guarantee to win a claim we accept and pursue.
- Advise you to pursue a claim that in our opinion has no realistic chance of success. We also reserve the right to cancel this agreement if we form this opinion.
- Advise you to accept or to reject any offer.
- Invoice on any redress where our fee equates to less than £10.
- Accept an offer of refund on your behalf without your agreement.

### 3. What we require you to do:

- Provide Ashley Howard with all relevant information we may request without undue delay, this will enable us to pursue your claim efficiently.
- Provide us with clear instructions.
- Co-operate fully with us.
- Inform us of any changes to your contact details.
- Not to mislead us or ask us to act in an improper, illegal or unreasonable way.
- Provide Ashley Howard with the exclusive authority for the duration of the contract:

(a) to pursue your claim,

(b) to enter into correspondence and negotiations on your behalf.

### 4. Our Fees

In the event that we do not succeed in obtaining a refund, you do not have to pay us anything.\* (see clause 6) If we obtain a refund for you or this agreement terminates after an offer of a refund has been made, we will charge you 30% of the refund plus VAT (the current rate of VAT is 20%), which totals 36%. Please see example below.

### 5. How will we collect our fees?

You are responsible for the payment of our fees. Invoices must be paid within 14 days of your refund clearing your account. We will invoice you upon the receipt of your refund from the bank or upon the cancellation\* (see clause 6) of this agreement. Refund Examples:

Example A: Refund without arrears		Example B: Refund with arrears		Example C: Refund with loan and future instalment reduction	
Total Compensation received by customer	£1500	Total Compensation received by customer	£1500	Total Compensation received by customer	£1500
Arrears reduction	£0	Arrears reduction	£1500	Loan reduction	£1000
Offer paid minus arrears	£1500	Offer paid minus arrears	£0	Offer paid minus arrears	£500
Ashley Howard 30% fees	£450	Ashley Howard 30% fees	£450	Ashley Howard 30% fees	£450
VAT @ 20%	£90	VAT @ 20%	£90	VAT @ 20%	£90
Client pays	£540	Client pays	£540	Client pays	£540
No loan reduction as already paid off in full		Reduction of arrears of £1500 on outstanding loan		Reduction of loan or future instalments	

Redress Recovered	£1,000.00	£3,000.00	£10,000.00
Ashley Howard Charge @ 36% including VAT	£360.00	£1,080.00	£3,600.00
Net Compensation to Client	£640.00	£1,920.00	£6,400.00

(a) You should note that if your refund contains an element of statutory interest payment (currently 8%), you may be liable to an income tax charge (currently 20%), the bank making the refund may pay to HMRC on your behalf.

(b) We require payment to terms. Payment must be made on time, in full, and without any deduction, offset or counter claim. If payment is not received as per our agreed Terms of Engagement, we will refer the matter to a debt collection agency, which will incur costs. Any costs for this process will be added to your outstanding debt, plus VAT at the current rate. You agree that you will be legally liable to pay us these costs and that payment of these can be enforced against you in a court.

(c) If you are unable to make payment as per our terms please contact us promptly to discuss your circumstances. Deferring payments may incur additional fees.

(d) If we have to enter legal proceedings against you for non-payment of an invoice the costs of any County Court action will be added to the outstanding debt together with statutory interest until the invoice is paid in full.

### 6. Cancellation of this Agreement

- We reserve the right to cancel this agreement at any time. There will be no fee payable if we tell you your claim is unlikely to succeed and you have fulfilled your obligations (as laid out in section 3 of this agreement).
- There will be no fees payable if you cancel within 14 days of this agreement.
- If this agreement is cancelled by you when an offer of payment has been made, we will enforce our charges of 30% + VAT, which totals 36%.
- \*If after the 14 day cooling off period, you cancel this agreement prior to any offer of settlement being made, we reserve the right to charge you £50 + VAT per hour, for the administration of your claim, up to the point at which you informed us you would like to cancel.
- You have the right to terminate this agreement at any time by giving us a clear statement.
- You can do this through any form of communication. Email, telephone, in writing or using the cancellation form on our website.

### 7. The Complaints Procedure

Our aim is to handle your complaint fairly, consistently and quickly. In order to do this it will help if you provide as much information as possible. If we uphold your complaint we will apologise and we will try to explain what went wrong. Wherever possible, we will take steps to prevent the same errors happening again.

We will always attempt to resolve your complaint at the point of contact. We will acknowledge your complaint within 5 working days of receipt and will aim to provide a full response within 4 weeks of the date of acknowledgment of your complaint. If we are unable to resolve your complaint within 4 weeks we will advise you accordingly. We will then aim to provide you with a full and final response within 8 weeks of receipt of your complaint.

If you have a complaint please contact us:

- By phone on: 01625 524187
- By letter or in person to: Ashley Howard, Crown House, Manchester Road, Wilmslow, Cheshire, SK9 1BH
- By email to: [complaints@ashley-howard.co.uk](mailto:complaints@ashley-howard.co.uk)

If you are not satisfied with our final response, the progress made or 8 weeks have elapsed since you raised your complaint with Ashley Howard, you may refer your complaint to the Financial Ombudsman. This can be done within six months from the date of the final response letter:

Financial Ombudsman, Exchange Tower, Harbour Exchange Square, London E14 9SR

Phone on: 0800 023 4 567 or 0300 123 9 123

Email to: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### 8. Data Protection

The privacy and security of your personal information is very important to us. Any personal information submitted to us will be subject to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and any legislation enforced within the UK in order to comply with GDPR, unless required to do so by law or a professional body, we will not disclose any personal data to any other person or organisation without the required consent.

We want to assure you that the claimant information will be properly managed, protected and respected. You can be assured any information you provide us will be used strictly in accordance with the terms laid out in this statement.

This privacy statement explains how we collect and use the claimant personal information, what choices they have and other important information. You can find our full privacy policy on our website [www.ashley-howard.co.uk](http://www.ashley-howard.co.uk)

### 9. Other important terms

- We may transfer our rights and obligation under these terms to another organisation we will always notify you in writing if this happens. This will not affect your rights under these terms. You may only transfer your rights or your obligations under these terms to another if we agree in writing.
- This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- You can make a claim at no cost via the Citizens Advice Bureau or Financial Ombudsman Service.
- These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.