

Terms of Engagement

Agreement between

Fullbrook Associates Limited, Stirling Business Centre, Wellgreen, Stirling, FK8 2DZ (hereinafter referred to as "Fullbrook")

and

[Client Name]

[Address]

[Postcode]

(hereinafter referred to as "I")

I, **[CLIENTS NAME]** residing at **[CLIENTS ADDRESS]** do hereby authorise and instruct Fullbrook Associates Ltd, Stirling Business Centre, Wellgreen, Stirling, FK8 2DZ (hereinafter referred to as "Fullbrook") a company registered in Scotland under company number SC537793 to negotiate the recovery of monies on my behalf. This relates to my claim against **[INSERT CREDITORS NAME]** (hereinafter referred to as "creditor") for credit taken out with it under reference number **[INSERT CREDIT CARD OR LOAN AGREEMENT NUMBER]**.

Fullbrook will make a claim under s75 & or s140A of the Consumer Credit Act 1974 as amended which will include all monies paid in respect of the linked credit agreement/credit card and any consequential additional losses. Fullbrook will carry out its work on my behalf by negotiating directly with the creditor and, where appropriate, at no additional cost, escalate my complaint to the Financial Ombudsman Service ("FOS"). Fullbrook do not undertake any civil litigation work meaning judicial (court) costs and the arrangement and funding of a policy of insurance is not included in the work Fullbrook are undertaking on my behalf.

1. I understand that Fullbrook can only act on information and instructions given by me and I do not assume that it has actual or implied knowledge of factual matters. If there are any changes in my instructions, I will notify Fullbrook immediately.
2. I understand that Fullbrook will take instructions directly from me or anyone authorised to act on my behalf.
3. I understand my business shall be handled by Fullbrook's claims department to whom I shall direct my instructions during office working hours of Monday to Friday 9am-5pm excluding bank holidays. I understand and consent to all calls being recorded as per FCA rules.
4. I agree to be bound by this agreement and further agree not to instruct, negotiate or accept terms of settlement from any other source or claims management company whilst this agreement is in force including any settlement terms I have negotiated myself.
5. I understand that I have an obligation under this agreement to assist Fullbrook in its negotiations and communications with the creditor and/or FOS. I am required to give instructions that allow Fullbrook to do its work properly; to not ask Fullbrook to work in an improper or unreasonable way; not deliberately mislead Fullbrook; co-operate with Fullbrook when asked; to disclose to Fullbrook all written and verbal correspondence relating to this matter and I agree I will co-operate fully throughout the duration of my claim. I accept that a failure to comply with any or all of the foregoing shall be a material breach of this agreement for which Fullbrook can take action against me.
6. I understand that if I obstruct Fullbrook in carrying out its duties or negotiate this matter myself or employ or engage a third party in any way whatsoever, I shall be in breach of this agreement. I will be liable for either a success fee or the reasonable costs of Fullbrook for performing their services which they have incurred to that point in relation to the negotiation of recovery of monies from my creditor to a maximum fee of £300 inclusive of VAT.
7. Fullbrook will not accept any offer of settlement without my prior consent authorising the same, subject to me being advised what is reasonable by Fullbrook. Fullbrook will consult with me on any significant developments, including, but not limited to the receipt of an offer of settlement and I am obliged to accept Fullbrook's professional opinion given in good faith.
8. I accept that I am not liable to pay upfront fees for this work as this will be undertaken on a speculative basis. I agree that the circumstances in which payment is payable to Fullbrook under this clause are those in which Fullbrook has successfully obtained an offer of settlement/refund for me and those in line with clause 9. I agree to pay Fullbrook a success fee plus vat on all monies recovered on my behalf to Fullbrook within 7 days of receiving their note of fee.

Fullbrook's success fee will be calculated in line with the below table:

Band	Redress awarded for a claim (£)	The maximum percentage rate of charge	The maximum total charge (£)
1	1-1499	30%	420
2	1500-9999	28%	2500
3	10000-24999	25%	5000
4	25000-49999	20%	7500
5	50000 or above	15%	10000

9. Should I breach this agreement, Fullbrook will claim a success fee in line with the above table on any amount that I may recover myself or that may be recovered by any third party which I instruct. In the event of a conflict with Fullbrook's standard terms of engagement, the terms of this Agreement take precedence.
10. I understand the reason that Fullbrook has set the amount of payment at the level agreed because of the nature and complexity of my case. Fullbrook works on a speculative basis and does not win success fees on all cases it negotiates.
11. I understand that Fullbrook is regulated by the Financial Conduct Authority in respect of regulated claims management activities. I acknowledge receipt of its pre-disclosure information sheet. I understand that if I paid by credit card or brokered loan, Fullbrook can raise a consumer credit claim under s.75 of the Consumer Credit Act 1974.
12. I understand I have the right to cancel, without penalty and without giving any reason within 14 days from the date on which I sign these contractual terms and conditions. I understand I must, before the expiry of the relevant deadline, notify Fullbrook Associates Limited of my intention to cancel in writing by email or posting by Recorded Delivery, prior to the expiry of the 14-day deadline.
13. I understand I may also cancel the agreement at any time prior to the receipt of an offer of repayment or resolution, whether that be an offer in principle or calculated settlement figure. However, if I do cancel the agreement after the 14-day cooling off period, Fullbrook reserves the right to charge me for its reasonable fees to the date of cancellation to a maximum fee of £300 inclusive of VAT. In the event of me being dissatisfied with the conduct of the claim or any aspect of Fullbrook's services I can raise a complaint in line with their complaints policy which is fully incorporated into these terms.

[Hereafter, "you" refers to the client and "us" / "we" refers to Fullbrook Associates Limited.]

14. The Money Laundering Regulations require us to be satisfied as to the identity of all clients and as to the source and destination of any funds passing through the firm's hands. To enable us to meet these requirements, we require each and every person instructing us to provide at least two forms of identification (i.e. current passport; current driving licence with signature and current address shown); bank or credit card statement or utility invoice/account (gas, electricity, telephone or council tax), all of which must be less than three months old, with full names and current address shown. We require sight of the original forms of identification, copies are not acceptable unless they are certified copies. We reserve the right to withdraw from acting for you at any time if you fail to provide us with the information requested of you and which is required in connection with this firms' Money Laundering Procedures.
15. The Proceeds of Crime Act 2002 and the Money Laundering Regulations make it a criminal offence for us not to report any suspicion we may have of an infringement of the Act or the Regulations – however small the amounts involved. We require to make a report in accordance with the relevant Act and Regulations to the Serious Organised Crime Agency (SOCA). This includes any tax evasion or fraudulent activity of which we may become aware, even if it has been committed by someone who is not a client. We may be subject to prosecution, a fine or imprisonment if we fail to submit a report when we should have done so. Further, it is also a criminal offence if we tell you that we have submitted a report. In the very unlikely event that you were to tell us of an illegal act which results in financial gain, whether you are involved or not, we are legally bound to submit a report about it to SOCA. These rules override our obligations to client confidentiality and shall apply to any information we gain from you.

CONFIDENTIALITY

16. Except as provided below, this Agreement, including all information relating to you, Fullbrook Associates Limited and the case itself, is subject to absolute confidentiality and as such, while it is in force and for six months thereafter, you and Fullbrook Associates Limited MUST NOT:
- a. Discuss details, distribute or disclose any part of this documentation to any person or third party whosoever excluding legal professionals.
 - b. Discuss, distribute or disclose any details in part or full about this case across any internet forums, blogs or any social media channels whatsoever. Disclosure of any kind under this agreement constitutes a breach save for clause 17 below.
17. You MUST:
Seek agreement before any form of disclosure is made to any party save for seeking legal advice from a properly regulated legal professional and/or disclosure in formal proceedings in a Court of Law or as otherwise required for us to perform our services. Please note our privacy policy can be accessed at www.fullbrookassociates.com. We enclose a copy of our privacy policy in relation to your personal data.

PLEASE SIGN & RETURN

Signed for and on behalf of FULLBROOK ASSOCIATES LIMITED

Name: Kathleen Scully, Managing Director

Signed: _____



Signature of Director

Name: [Full Name]
Signed: [Signature]
Dated: [Date]