

# Form of Authority

## Applicant 1

## Applicant 2

<b>Your Name:</b>	Mr David Testing	
<b>Your Address:</b>	123 Argosy Ave Shorefields Blackpool Lancs FY1 8HJ	
<b>Your Postcode:</b>	FY1 8HJ	
<b>Date of Birth:</b>	01/08/1983	
<b>Lender:</b>		
<b>Account Number:</b>		

I / We authorise Gregson and Brooke to act on my / our behalf in all matters relating to my / our financial affairs.

This authorisation and indemnity pursuant to Section 34 (6) and Section 35 (1)(2)(a)(b) of the Data Protection Act 1998.

This may include but is not limited to: rescheduling, adjusting and varying the terms of any debts I may have. It also covers any requests for documents pursuant to the Consumer Credit Act.

I similarly authorise Gregson and Brooke under DISP 2.4.16 of the FSA handbook to act on my behalf in pursuing any claim against you in respect of unreasonable or erroneous charges and late fees, mis-sold Payment Protection Insurance or any other Financial Irregularities. I also authorise Gregson and Brooke to escalate the claim to the Financial Ombudsman should it be necessary.

For the avoidance of doubt, this authority is to cover any third party of agent connected with my accounts to provide when requested, any information deemed necessary by Gregson and Brooke Ltd.

The authority is valid for 5 years from the date below.

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# RECOMMEND A FAMILY MEMBERS OR FRIEND

And receive £10 of High Street Vouchers  
When your Family Member/Friend return their completed PPI!!

## Your Details

Name: David Surname: Testing  
Client ID: 6663  
Tel No: 00

## 1. Family/Friend Details

Name: Surname:  
Address: Post Code:  
Telephone:

## 2. Family/Friend Details

Name: Surname:  
Address: Post Code:  
Telephone:

## **Terms and Conditions**

### **Reclaim Services**

#### **1. Definitions**

1.1 Company-means Gregson and Brooke Limited.

1.2 Client-means the person entering into the contract with the Company.

1.3 Claim-means the claim for Compensation the Company pursues on behalf of the Client. The word claim specifically refers to a claim for the mis-selling of Payment Protection Insurance and/or unfair bank charges and late fees.

1.4 Contract-means the signed authority and agreement between the Client and the Company relating to the supply of services incorporating these Terms and Conditions.

1.5 Policy-means the insurance policy that forms the basis of the Claim.

1.6 Service Charge-means the charges payable by the Client as set out in this Contract.

1.7 Services-means all or any of the services as provided for in this Contract in Section 3 of these Terms and Conditions.

1.8 Provider-means the product provider, bank, building society, finance provider or Independent Financial Adviser who is responsible for the sale of the Policy to the Client and to whom the Claim is made and/or any agent or authorised representative of them.

1.9 Termination Date-means the elective date of the termination of this Contract as in accordance with Section 7 of these Terms and Conditions.

1.10 Compensation-means the full value of monies including but not limited to redress, refund, reductions, savings or deductions, rescheduling of future loan or interest payments or gestures of goodwill offered by the provider by way of settlement of the Claim.

1.11 PPI/Payment Protection-means a Payment Protection Insurance Policy or any other similar payment protection scheme including but not limited to Accident Sickness and Unemployment policies be they funded by single or regular premium.

1.12 Third Party-means any bank, building society, person or company that is relevant to the Claim who is not the provider.

1.13 Credit Card/ Bank Charges-means any charge made in connection with a credit card or bank account that includes any interest, late payment charges or administrative charge.

1.14 Financial Ombudsman Service-means the

independent service for resolving disputes with financial firms provided by the Financial Ombudsman Service of South Quay Plaza, 183, Marsh Wall, London E14 9SR.

#### **2. Duration**

The Contract shall commence on the date on which the client's signed Terms of Service has been received by the Company and unless earlier terminated as provided below shall continue until:

2.1 Compensation is recovered for the Client by the Company's or

2.2 The Company advises the Client that, following conclusion of the Claim process, it is unable to recover Compensation; or

2.3 The Company exercises its right not to pursue a claim without prejudice to any rights the Client may have to make a claim on their own account or through another party. If this right is exercised the Company will write to the Client setting out the reason why the claim will not be pursued; or

2.4 The Client terminates the Contract within the provisions of Clause 7.4 of this Contract.

#### **3. Services**

The Company agrees with the Client...

3.1 To pursue Claims on behalf of the Client where the Company believes there is a valid, commercially viable Claim with a reasonable chance of success or to use all reasonable endeavours to promptly notify the Client if the Company do not intend to pursue the Claim. The Claim will initially be made to the financial institution you believe is responsible. You should be aware that you are able to make this Claim on your behalf. If the Claim is not successful or we feel inadequate, then we may refer to the Financial Ombudsman Service. However, if we feel it is correct and adequate and you wish to escalate to the FOS then our fee will be chargeable.

3.2 To use all reasonable endeavours to promptly notify the Client of the Outcome of the Claim.

3.3 To promptly pay any compensation awarded to the Client after deduction of the Service Charge.

3.4 To hold all Compensation monies in a

designated Client account that is separate from the main bank account of the Company.

3.5 Where an offer of Compensation is made, the Company will assess any offer and if it is less than the amount the Company considers fair, the case will be referred to the Financial Ombudsman Service.

3.6 Where the case is referred to the Financial Ombudsman Service and is not upheld, the Contract will end unless otherwise agreed in writing.

3.7 For the avoidance of doubt, the Company will not provide any legal or financial advice.

#### **4. Service Charges**

4.1 The service charge means 25% of any Compensation payment whether the payment is made to the Company or direct to the Client.

<b>Compensation</b>	<b>£1000.00</b>
<b>Gregson and Brooke Fee</b>	<b>£250.00</b>
<b>Client Receives</b>	<b>£750.00</b>

If however, the refund is deducted from the Clients outstanding credit balance, the 25% charge will be levied on all of the Compensation.

<b>Loan Balance</b>	<b>£4000.00</b>
<b>Arrears</b>	<b>£1000.00</b>
<b>Refund</b>	<b>£2000.00</b>
<b>Amount remitted To Client</b>	<b>£1000.00</b>
<b>Our fee</b>	<b>£500.00</b>

NB: Our fee here is based on the total Compensation secured for the Client and not just that which was remitted to the Client.

4.2 If the Company secures an offer of Compensation that it believes to be reasonable and that offer is rejected by the Client then the Company reserves the right to terminate this agreement and charge its fee of 25% of the Compensation amount.

#### **5. Payment Obligations**

5.1 The Client assigns all of its rights in the Compensation and authorises the Company to collect on its behalf any Compensation due from the Product Provider.

5.2 The amount of the Service Charge is set out in these Terms and Conditions under 'Service Charge'. The Client agrees that it is liable to pay

the Service Charge to the Company if the Compensation is paid directly to the Client by the Provider as set out below.

5.3 Where compensation is paid direct to the Clients bank account or credit card in respect of bank or credit card charges, the Client agrees that the company may take payment for the Service Charge directly from the Clients card provided the Company have issued a receipted invoice for such payments within 7 days.

5.4 In respect of Loan or PPI charges all Service Charges and other fees due will be payable to the Company within 14 days of the invoice date. The Client will receive a receipted invoice for such payments within 14 days.

#### **6. Client's Obligations**

The Client shall...

6.1 Promptly provide all such material and information the Company requests of the Client believed to be relevant to the Claim.

6.2 Ensure all information provided is accurate.

6.3 Respond promptly to any requests made by the Company or the Financial Ombudsman Service.

6.4 Provide the necessary authority for the Company to pursue the Claim.

6.5 Authorise the Company exclusively to pursue the Claim on behalf of the Client.

6.6 Not attempt to pursue the Claim once the Company has been engaged nor engage any other Claims engagement company to provide any of the Services without the express written permission of the Company.

6.7 Not contact the Financial Ombudsman Service during the pursuit of the Claim by the Company.

6.8 Not contact or communicate with the Provider or any Third Party without the consent of the Company as this may prejudice the Claim.

6.9 Promptly notify the Company of any correspondence it receives from the Provider or Third Party.

6.10 To consider any offer of Compensation from the Provider promptly and within 28 days either accept the offer or notify the Company of the reasons to reject.

#### **7. Termination**

7.1 The Company may terminate this agreement at any time where it believes that due to material changes surrounding the Claim or regulatory changes affecting the Claim, the Claim is unlikely to succeed.

7.2 Where the Client fails to meet any of the requirements set out in Section 6 of these Terms and Conditions the Company reserves the right to terminate the Contract and reserves the right to charge its reasonable costs.

7.3 Where the Company terminates the Contract under Sections 7.1 or 7.2 it will inform the Client in writing.

7.4 The Client will have the right to terminate the Contract within 14 days of signing the authority and agreement and in that case shall not incur any Service Charge from the Company. Notice should be made in writing to the Company and will be effective from the date posted by the Client.

7.5 The Client has the right to terminate the Contract by providing written notice at any time. If the notice to terminate is received after the 14 days of signing the Contract and before any redress is offered, the Company shall charge reasonable costs associated with the Claim.

7.6 If the notice to terminate is received after an offer of Compensation from a Provider, the full Service Charge of 25% of the Compensation offered will be payable. Furthermore, if the Client terminates the Contract and subsequently receives an offer of Compensation in respect of the Claim made by the Company on the Clients behalf, the Company reserves the right to charge the full Service Charge of 25% of the Compensation. The Company will confirm its charges in receipt of notice to terminate.

## **8. Force Majeure**

The Company shall not be liable for any delay of failure to perform any part of the Services as a result of any factor beyond its control and the time to carry out the Companies obligations shall be extended by the period of any such delay.

## **9. Complaints**

Gregson and Brooke take customer satisfaction very seriously. Should you have the need to make a complaint, it will be dealt with promptly and professionally according to our internal complaints procedures.

### **How can I make a complaint?**

Please see the Complaints Procedure enclosed with these Terms and Conditions for details of what to do if you are unhappy with any part of

our service.

## **10. Data Protection and Confidentiality**

10.1 The Company will hold all personal information in accordance with the terms of its privacy policy which is available on request.

10.2 All Data will be held in accordance with the Data Protection Act 1998.

10.3 Data held by the Company during the course of the Services will be used for the purpose of the Services. Where the Company intends to use personal details to inform the Client about their Services, it will give the Client the opportunity to request that the details are not used in this way.

## **11. Severability**

If any provision of this Contract is held by any Court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

## **12. Waiver Provisions**

No failure or delay in exercising any of the Company's rights shall constitute a waiver of the same or any other of its rights.

## **13. Law and Jurisdiction**

13.1 The law applicable to this Contract shall be English Law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts in all matters affecting this Contract.

### **Applicant 1 (block capitals please)**

Signed:

Name:

Date:

### **Applicant 2 (block capitals please)**

Signed:

Name:

Date:

**OUR COPY  
PLEASE SIGN AND RETURN THIS TO  
GREGSON AND BROOKE**

## Terms and Conditions

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