

Terms of Business

The following terms constitute the Terms of Business (edition 2.1)(the "Terms of Business") of Cobley Johnson Partners Ltd to provide personal consultancy services as described below.

1. Interpretation

For the purposes of these Terms of Business:

- 1.1. 'Company', 'we', 'us' and 'our' are references to Cobley Johnson Partners ('CJP').
- 1.2. 'Client', 'you' and 'your' are references to the person to whom our Terms of Business is addressed.
- 1.3. 'Compensation Payment' is defined as the amount paid to the client in respect of bank charges and interest as secured by CJP.
- 1.4. 'Letter of Authority' means the letter signed and returned by you to CJP authorising CJP 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 this terms of business.
- 1.6. 'bank' means a bank, building society or credit card company.

2. Obligations of the client

You agree to:

- 2.1. Promptly supply CJP with any documentation reasonably requested.
- 2.2. Ensure that any information supplied to CJP will be accurate and not misleading.
- 2.3. Inform CJP immediately should you receive any communication from your bank or relevant institution.
- 2.4. If settlement is made directly to you, you agree to pay CJP its fee within 14 days.

3. Performance

- 3.1. CJP shall not be liable for any loss, damage or expense arising from any delay in the performance of any services from whatever cause nor shall any such delay entitle you to repudiate the contract.

4. Liability

- 4.1 This clause prevails over all other clauses and sets forth the entire liability of CJP, and your sole and exclusive remedies in respect of:
 - 4.1.1. The performance, non-performance, purported performance or delay in performance of the Agreement; or
 - 4.1.2. Otherwise in relation to the Agreement or entering into or performance of the Agreement.
- 4.2. Nothing in the Contract shall exclude or limit CJP's Liability for (i) fraud; (ii) death or personal injury caused by its breach of duty; (iii) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; or (iv) any other liability which cannot be excluded or limited by applicable law.
- 4.3. Before we are able to evaluate your claim against your bank, we are required to hold and process information about your personal bank accounts 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.
- 4.4. CJP accepts no liability for an unsuccessful claim or for the amount of compensation paid.
- 4.5. CJP are not acting as legal or financial advisors, and as such none of its employees may give clients financial or legal advice at any time, either verbally or in writing.
- 4.6. Should an institution deem it necessary to close an account of a client of CJP, we accept no liability for an consequential loss as a result of the account closure.
- 4.7. Save as provided in clause 4.2, the total liability of CJP to you or any third party shall in no circumstances exceed in aggregate, a sum equal to the greater of: a) £5,000; or b) 110% of any fees invoiced in the 12 months preceding any cause of action arising.

5. Data Protection Act

- 5.1. During the engagement of CJP, the company will request information on 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 your information.
- 5.3. If requested by you, we shall provide you with all details held by us about you.

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 the possession of the full information.

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.

8. Fees

- 8.1 Subject to the remainder of this clause, if we do not secure a compensation offer for you, you will pay us nothing.
- 8.2. You agree to pay us the fee of 25% of the compensation payment if we are successful with your claim and the bank agrees to make a compensation payment.
- 8.3. You agree that we may receive the compensation payment from the bank on your behalf.
- 8.4. The minimum fee per account that is applicable is £50.
- 8.5. These fees are subject to Value Added Tax (VAT) at the standard rate, currently 17.5% where applicable.
- 8.6. CJP reserves the right to negotiate terms in connection with any individual case. The fee scale detailed in 8.2 shall not apply in circumstances where :-
 - 8.6.1. you wish to appeal the amount of an offer received from a bank; or
 - 8.6.2. you wish to challenge the rejection by the bank of your claim by appealing to the Financial Ombudsman Service.

In these circumstances CJP reserve the right to provide you with a separate fee estimate, and your written agreement to vary these Terms of Business with regards to fees shall be required to enable CJP to pursue your claim further.

- 8.7 You agree to pay the fee within 14 days of receiving our invoice. Any outstanding balance beyond this date will accrue interest at HSBC Base rate plus 6%, until payment is made or terms agreed for payment of the outstanding debt.
- 8.8. If you dis-instruct us, we reserve the right to charge, at our option, either 25% plus VAT of any compensation offered to you; or an administration fee of £195 plus VAT for assisting you in your claim, plus a further £195 if court proceedings have been issued.

9. Law and Disputes

- 9.1 The Contract and your relationship with us shall be governed by English law and you and CJP submit to the exclusive jurisdiction of the English Courts.
- 9.2 We aim to provide you with a high quality service to meet your needs. If at any time you wish to make a complaint about any aspect of our services, please contact the Managing Director at CJP at our registered address.
- 9.3 The law applicable to this contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting this contract.