

## Terms and Conditions

### 1. When the agreement starts

1.1 This contract between you and us is formed in Jersey and your return of the signed Engagement Letter and Letter/s of Authority which accompanied these terms and conditions, is an offer to engage our services on these terms and conditions ("Offer Documents"). Our agreement will start and we will commence providing our services to you when you have returned the signed Offer Documents and we are satisfied that they have been properly completed. We will send you a letter or email, after we have accepted your offer to engage our services confirming that our agreement with you has started, subject to your right and ours to cancel as outlined in paragraph 11 below.

### 2. The Service

2.1 We will request and gather documentation and information that we believe are relevant to your claim or claims for compensation. This applies to all payday loans, packaged bank accounts or payment protection insurance held with the financial institutions specified in the Letter/s of Authority whether or not they are specifically referred to.

2.2 We will consider and review this information and, if needs be, submit a free of charge Data Subject Access request to all the financial institutions you have identified to us as having taken out a payday loan, packaged bank account or payment protection insurance with.

2.3 If we decide to go ahead with a claim/s, we will update you on our progress in line with our normal procedures.

2.4 We will review any offers of compensation made by the person against whom the claim/s has/have been made having regard to the compensation guidance provided in by the Financial Conduct Authority and the Financial Ombudsman Service. You agree that we can accept any reasonable offer of compensation made in line with such guidance on your behalf, and that we can enter into any binding agreements, and do everything as we may consider reasonably necessary. If we receive an offer of compensation which is unreasonable, we will recommend that you reject the offer.

2.5 We will meet our responsibilities as a claims management company in providing information to you about your claim/s in accordance with the Conduct of Authorised Persons Rules published by the Claims Management Regulator and available at <https://www.gov.uk/government/publications/claims-management-regulation-conduct-of-authorised-person-rules-2018>

2.6 We will provide our services with reasonable skill and care.

2.7 You accept that there is no guarantee that any claim we make on your behalf will be totally or partly successful.

2.8 If we are successful in a complaint made on your behalf for a payday loan or mis-sold packaged bank account its benefits may be cancelled and you will need to review your insurance requirements to ensure they are adequate for your needs.

### 3. Your responsibilities

To help us provide the services to you, you:

3.1 agree to give us any documents and information we ask as soon as possible and no later than 28 days of receiving our request;

3.2 must not give us information or documents which are misleading or incorrect;

3.3 must co-operate fully with all reasonable requests we may make;

3.4 agree not to contact the person against whom any claim is being made about the claim unless we agree that it is necessary;

3.5 must let us know within 14 days if there are any matters, circumstances or events which will affect any claim or our ability to provide the services;

3.6 agree that you shall not, whilst we are acting for you on your behalf, appoint any other person or organisation to pursue the claims that we are making on your behalf;

3.7 will inform us within 14 days in writing of (1) any offer of compensation and/ or (2) any acceptance of any offer of compensation and/or (3) any receipt of compensation from the person against whom the claim has been made or any other person on behalf of the person against whom the relevant claim has been made, during the term of this agreement. Such notification shall include the amount of compensation offered, accepted or received, the claim to which it relates, and the date of payment (if applicable); and

3.8 will, if at any time during this process become aware that you don't have a packaged bank account' payment protection insurance or a valid claim, let us know as we won't be able to continue with your claim.

## 4. Contacting you

4.1 We will contact you by post at the address you provided in the letter/s of authority. We may also contact you by telephone, email or text message. If your contact details change, please tell us within 14 days.

4.2 We will normally contact you between 9am and 7pm Monday to Friday, unless we need to contact you urgently.

## 5. Our Fees

5.1 In return for providing the services to you we will charge a fee equal to 39% (20% for PPI) of the total value of all compensation which is awarded to you for each claim, including as a result of any review by or appeal against the financial institution against whom you have made a claim. Your compensation can be awarded to you in a variety of ways depending upon your circumstances and the arrangements you have with your lender, card provider or policy providers. In these terms and conditions where we refer to compensation we refer to compensation in whatever way it may be awarded to you.

5.2 If you are on a Debt Management Plan ("DMP") or you are in an Individual Voluntary Arrangement ("IVA") this may impact the way your compensation is awarded. If you are in an IVA, your compensation may be paid to the insolvency practitioner who is supervising your IVA and will not be paid to you directly.

5.3 If you are in arrears on an account with your bank or card provider, or if you are on a DMP, your compensation may be credited to your account with your bank or card provider to reduce your arrears. If you have another debt which is still outstanding, your compensation may be credited to this debt, reducing the amount that you will have to repay. If the debt that you owe has been sold on to somebody else then it may be paid to the relevant debt collection agency.

5.4 Whatever form your compensation takes our fee will be calculated on the amount awarded to you (however this may be paid out) and will be due to be paid by you. The tables overleaf set out three examples of how compensation may be paid.

5.5 We will charge our fee if the claim is totally or partly successful. We will work out the actual amount in line with paragraphs 5.1 to 5.4 above.

5.6 Should your claim be successful please note that the compensation amount awarded will include interest at 8%. Depending on your personal circumstance, you may be liable to pay tax on the interest portion of the compensation. As from 1st October 2013 HMRC have instructed all banks to deduct this tax from the interest and pay this on your behalf. If you are a non-taxpayer, or pay tax on your savings at the lower rate, it may be possible to reclaim this from HMRC. If you pay tax at rates higher than the basic rate any additional tax due on this should be discussed with your tax office. Please refer to the HMRC website for more information, or call HMRC Tax helpline: 0300 200 3300. Our fee will be calculated and charged on the total amount awarded including any tax portion deducted and paid on your behalf by the bank.

5.7 You must pay our invoice for our fees within ten days of the date shown on the invoice. Any amount you have left to pay beyond this date will build up interest at the rate of 3% a year above the base rate from time to time of the Royal Bank of Scotland plc. We will charge interest on the outstanding amount each day beyond this date until the date you make the payment.

## 6. What happens if any of your claims are not successful?

6.1 If any claim is not successful or if we consider that one of more of your claims is unlikely to be successful, you do not have to pay us any fees in relation to that claim unless:

6.1.1 We have to end the agreement because you have broken this agreement. If this occurs, then we will be entitled to recover our reasonable losses; or

6.1.2 We were not able to make the claim due to the cancellation of the agreement by you (other than due to us having broken the agreement or your exercising your right to cancel during the cooling off period- please see paragraph 11.2). This does not affect your liability to pay fees in relation to any other claim that we make on your behalf.

## 7. Complaints

7.1 We aim to provide you with a service to claim compensation in line with these terms and conditions. However, if at any time you want to make a complaint about any part of the service we have provided, please contact our Customer Services Manager by telephoning 0330 995 0220 or emailing at [info@ascendfinance.co.uk](mailto:info@ascendfinance.co.uk) or writing to us at 4<sup>th</sup> Floor Kingsgate House, 55 Esplanade, St Helier, Jersey, JE2 3QB.

7.2 We will look into any matter carefully and as soon as we can, and we will do all we can to settle your complaint in a way you are satisfied with. We will provide you with a written acknowledgement within 5 working days and will attempt to provide you with a full response within 4 weeks. If we need more time to investigate we will let you know but will provide you with a final response within 8 weeks. However, should you remain dissatisfied following our final response or 8 weeks have elapsed since you raised your complaint with us and are not happy with the progress made, you can refer the matter to the Legal Ombudsman Address: PO Box 6804, Wolverhampton, WV1 9WG, Telephone: 0300 555 0333, emailing: [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk). Further details will be provided at that time.

7.3 For a copy of our complaints procedure please visit [www.ascendfinance.co.uk](http://www.ascendfinance.co.uk) or write to our Customer Services Manager at the above address.

## 8. Data Protection

8.1 We are registered in Jersey and our registered office is at 4th Floor, Kingsgate House, 55 Esplanade, St Helier, Jersey, JE2 3QB. We are the data controllers of your personal and financial information. "Personal information" means information about a living individual who can be identified from that information (either by itself or when it is combined with other information).

8.2 When we provide the services to you we may ask you for information about your personal and financial situation depending on your claim. We may gather some of this information from other people or organisations (for example your loan broker or provider or your professional advisors).

8.3 The information that we gather about your personal and financial situation may be classed as "personal data" or "sensitive personal data" under Data Protection Laws.

8.4 We will process your information as a contractual necessity to be able to provide our services to you. This may include: processing your information to assess the validity of your claim; sharing your information with those financial institutions against which we are instituting a claim on your behalf; assessing the results of the claim decision; referring your claim to the Financial Ombudsman Service should we feel the matter requires referral and to communicate about the services you receive from us.

8.5 By returning the signed letter of authority to us, you give us permission to:

8.5.1 Process your information (whether this means gathering, recording or holding it) in whatever way is necessary to enable us to carry out your instructions;

8.5.2 Disclose such information to such advisors including solicitors or other organisations as we believe is necessary to enable us to provide the services;

8.5.3 Disclose such information to third party service providers with whom we contract to provide services to us such as sending and receiving postal mail, providing customer services, scanning services and providing

marketing and collection services, for them to use your personal and financial information only to enable them to perform their functions to us;

8.5.4 Disclose such information to any third parties to whom we may in the future transfer all or part of our business. If we do disclose such information for that reason, it will only do so on the basis that they agree to use your personal and financial information in accordance with our contract with you unless you otherwise agree with them;

8.5.5 Hold information in our files for as long as is necessary to provide the services or in line with our policies (which currently say that we must hold files for three years), whichever is longer; and

#### 8.6 Your Rights

8.6.1 You have the right to ask us to provide details of the information we hold about you.

8.6.2 You have a right to the rectification of inaccurate personal information and to update incomplete personal information.

8.6.3 You have a right to request that we delete your personal information.

8.6.4 You have a right to request us to restrict the processing of your personal information.

8.6.5 You have the right to data portability.

8.6.6 Should you wish to exercise any of your rights above, please contact our Customer Services Manager by telephoning 0330 995 0220 or emailing at [info@franklynhughes.com](mailto:info@franklynhughes.com) or writing to us at 4th Floor Kingsgate House, 55 Esplanade, St Helier, Jersey, JE2 3QB. Should you not be satisfied with our response and wish to escalate this you may contact our data protection authority at <https://oicjersey.org/>.

8.7 We may transfer your information to other organisations overseas on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

8.8 From time to time we may update our Privacy Notice which can be found at [http://ascendfinance.co.uk/AS\\_PrivacyPolicy.pdf](http://ascendfinance.co.uk/AS_PrivacyPolicy.pdf). Please read it from time to time.

## 9. Confidentiality

9.1 Unless we deem it necessary as referred to above or where you have given us permission, we shall not, without your prior written permission, disclose any confidential information about your personal or financial situation to other people or organisations, except:

- Those of our employees, agents and subcontractors who need to know to help provide the services to you;
- Other professional advisors who we may need to consult about our work; and
- Third parties to whom we may in the future transfer all or part of our business. If we do transfer our contract with you as part of a business transfer, we will only do so on the basis that they will agree to continue to comply with this contract, unless you otherwise agree with them.

However, we can share it without your permission if the information is already available to the public, or unless we must do so in line with the law, or an order from the court with the relevant authority, HM Revenue & Customs or any other government or regulator.

9.2 We shall make sure that all employees, agents, subcontractors and professional advisors know that they must keep to the requirements of confidentiality that we have a duty to meet.

9.3 All the information and advice we provide to you (whether in writing or spoken) is for your use only and shall not, without our prior written agreement, be disclosed or made available to any other person or organisation. However, you can share it without our permission if the information is already available to the public, or unless you must do so in line with the law, or an order from the court with the relevant authority, Jersey Income Tax Office or any other government or regulator.

9.4 All the information we gather and hold as a result of providing our services to you, (whether electronically or in paper form), is our property. We will treat it as confidential information and hold it in line with our policies and procedures.

9.5 However, you (or someone you choose to represent you), may inspect all or any of this information at any time during our normal business hours at our normal place of business as long as you give us reasonable notice.

## 10. Extension of Liability

10.1 We shall have no legal responsibility to you for any unforeseeable loss, damage or expense incurred by

you as a result of us breaking this agreement. Losses are foreseeable where they could be contemplated by you and us at the start of this agreement. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

10.2 Whilst every care is taken in the calculation of any claim which is made and the amount of any compensation that may be due, you acknowledge that in calculating the claim absolute accuracy may be difficult to achieve for a variety of reasons. Accordingly you understand that we shall not have any liability to you as a result of any shortfall resulting from any inaccuracy in the calculation of the claim by us unless such inaccuracy is proved to be as a result of our negligence or failure to exercise reasonable skill and care.

10.3 Nothing in these terms and conditions shall exclude or restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.

10.4 If the supply of the services or the claim is adversely affected or delayed by any act or omission by you, your agents or advisors we shall not be liable for any costs, charges or other losses sustained or incurred by you or for any failure in negotiating a settlement of your claim in full or in part arising directly or indirectly from such act or omission.

## 11. Cancellation of this agreement and changes to these terms and conditions

11.1 By signing the engagement letter and letter of authority you agree that you have had the opportunity to shop around and notwithstanding, specifically agree for us to go ahead with your claim.

11.2 You have the right to cancel this agreement without charge, by contacting us within 14 days of the start of this agreement (“cooling off period”). Should you decide to cancel the agreement at any stage after this period, you may do so, however we reserve the right to charge you a reasonable fee based on the work we have completed at the time of your cancellation. This fee will be based on an hourly rate of £50. All cancellation requests can be made by telephoning us at 0330 995 0220 or writing to us at 4th Floor Kingsgate House, 55 Esplanade, St Helier, Jersey, JE2 3QB or by using any clear statement. You can use the cancellation form provided if you wish, but you do not have to do so.

11.3 We can end this agreement by giving you 14 days written notice at any time, in which case no fee will be payable. We will only do so if:

11.3.1 In our considered opinion the continuation of your claim would have little or no prospect of success; or

11.3.2 You fail to provide us with the necessary information or documentation to proceed with your claim.

11.4 If this agreement ends it will not affect our obligations to you or your obligations to us that arose before it ended.

## 12. Transferring our rights and obligations

We may transfer our rights and obligations under these terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms.

## 13. Rights of people or organisations who are not part of this agreement

Nothing in this agreement benefits or is meant to benefit anyone other than you or us or anyone to whom we may transfer this agreement. Therefore, no one who is not a part of this agreement other than anyone to whom we may transfer this agreement will be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce this agreement or any part of it. Any amendments to this agreement which we may agree between us will still apply even after we transfer this agreement and the consent of any other organisation is not required to any amendments.

## 14. Whole agreement

To protect your interests, please read these terms and conditions carefully before signing the engagement letter as we intend to rely on the written terms set out in this agreement. If you are uncertain as to your rights you may wish to take independent legal advice first.

## 15. Circumstances outside of our control

We cannot be held responsible to you under this agreement if we are prevented from, or delayed, in carrying out our responsibilities or our business as a result of any acts, events, omissions or accidents outside our reasonable control. This includes (but is not limited to);

- Strikes, lock-outs or other industrial disputes (whether they involve our workforce or anyone else);
- A utility service or transport network failing;
- Natural disasters;
- War;
- Riots;
- Malicious damage;
- A duty to keep to any law or government order, rule, regulation or direction;
- Accidents;
- Equipment or machinery breaking down; or
- Fire, flood or storms

## 16. Giving Notice

16.1 Whenever you need to give us notice or contact us, you should do so in writing (unless otherwise stated) and mark it for the attention of the Customer Services Manager. 4th Floor Kingsgate House, 55 Esplanade, St Helier, Jersey, JE2 3QB, or you can email us at: [info@ascendfinance.co.uk](mailto:info@ascendfinance.co.uk) or phone us on 0330 995 0220.

16.2 Whenever we need to give you notice or contact you, we will write to you at the address you gave us in the letter of authority (or any other address you gave us for this purpose) and deliver the letter in person or send it by prepaid post or confirmed delivery. Or, we may send it by fax. We may also contact you in line with paragraph 4.

## 17. Applicable Law

17.1 As we are registered in Jersey, our contract with you will be concluded in Jersey. However, we agree that, relevant UK law will apply to this agreement

17.2 If you are not happy with the way we deal with any complaint and you want to take us to court, you must do so within the UK.

17.3 In addition to the above, we and any of our directors or employees may take all steps which are necessary in order to comply with the professional or ethical rules of any relevant professional body of which we or any of our directors or employees is, at the time, a member.

The table below sets out three examples of how compensation may be paid to you (this illustration is based on a payday loan or packaged bank account claim – PPI will be charged at 20%)

### **Example A: All compensation is “cash in hand”**

Total compensation awarded £3,000

Of which cash £3,000

Our fee charged @ 39% on total compensation = £1,170

You receive £1,830

### **Example B: Compensation is partly used to offset arrears you have on a credit card or loan**

Total compensation awarded £3,000

Of which cash is £1,500

Offset arrears on credit card or loan £1,500

Our fee charged @ 39% on total compensation = £1,170

You receive £330

(and a reduction of £1500 on your outstanding credit card or loan debt)

**Example C: Compensation is completely used to offset arrears you have on a credit card or loan**

Total compensation awarded £3,000

Of which cash is £0

Offset arrears on credit card or loan £3,000

Our fee charged @ 39% on total compensation = £1,170

You will have to pay us (from a source other than the compensation awarded)

## Cancellation Form

To Ascend Finance

Address: 4th Floor Kingsgate House, 55 Esplanade, St Helier, Jersey, JE2 3QB

I/we hereby give notice that I/we cancel my/our contract with Ascend Finance

Name of Consumer(s):

Address of Consumers(s):

Signature of Consumer(s):

Date:

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