Terms of Engagement

1. What Taylor Edwards Financial Management are here to do for you:
   1. We will charge 20%+VAT (24%) of the total amount awarded of any successful claim.
   2. To always co-operate fully with us and not provide any information that could be detrimental to us or the claim process.
   3. We will NOT pursue your claim through the courts (we will inform you should we consider this before making your claim and seeking alternative cover if it is needed or advisable).
   4. We will NOT give or offer any financial advice.
   5. We will NOT inform you to accept any offer we deem inadequate. It is however, your right to accept any offer.
   6. We will provide you with the exclusive authority for the duration of the contract to:
      a. Pursue your claim(s).
      b. Enter into correspondence and negotiations on your behalf.
   7. You are responsible for the immediate payment of our fees. Whether this is upon receipt of settlement monies payable to us in a cheque sent directly to us or if we arrange for the cheque to be sent to you. In the event this happens, you must contact us immediately upon receipt of the cheque and send the cheque to us.
   8. A successful claim would also include any reduction of an existing debt; or other compensation you consider this before making your claim and seeking settlement.
   9. We will NOT advise you to accept any offer we deem inadequate. It is however, your right to accept any offer.
   10. We will provide you with the exclusive authority for the duration of the contract to:
       a. Pursue your claim(s).
       b. Enter into correspondence and negotiations on your behalf.
   11. You are responsible for the immediate payment of our fees. Whether this is upon receipt of settlement monies payable to us in a cheque sent directly to us or if we arrange for the cheque to be sent to you. In the event this happens, you must contact us immediately upon receipt of the cheque and send the cheque to us.
   12. A successful claim would also include any reduction of an existing debt; or other compensation you consider this before making your claim and seeking settlement.

2. What Taylor Edwards Financial Management will NOT do for you:
   1. Upon dealing with your claim, we will correspond and negotiate if required (on your behalf with your opponent(s)).
   2. We will inform you of all offers/refunds that the company receives for you.
   3. If deemed necessary and with your consent, refer and pursue your claim(s) through the financial Ombudsman Service.
   4. When pursuing your claim, conduct ourselves in a professional manner and apply reasonable skill and care throughout the claim process.
   5. We will assess any offers you receive from any of your lenders and make a recommendation as to whether you should accept it.
   6. Always act in your best interests when dealing with your claim to ensure we achieve the best possible outcome.

3. What Taylor Edwards Financial Management requires from you:
   1. To provide us with all relevant information that we may request without undue delay.
   2. To keep us updated with any changes of address or contact details for yourself.
   3. To always co-operate fully with us and not provide any information that could be detrimental to us or the claim process.
   4. To provide us with the exclusive authority for the duration of the contract to:
      a. Pursue your claim(s).
      b. Enter into correspondence and negotiations on your behalf.
   5. To provide us with any relevant information that we may request without undue delay.
   6. Always act in your best interests when dealing with your claim to ensure we achieve the best possible outcome.

4. Our Fees:
   1. If we are unsuccessful in obtaining a refund for you, we pay you nothing! (see clause 0.5 ‘cancellation of this agreement’).
   2. We will charge 20%+VAT (24%) of the total amount awarded of any successful claim. For example, if we receive a claim settlement of £100, plus VAT totalling £25, the balance of £75 will then be yours. (see the table below for more details and examples of how we calculate our fees under different circumstances).
   3. You will not have a right to cancel this agreement once the 14 day cooling off period has expired or offer, it is within your rights to do so, however our invoice will still be enforceable as per sections 4&5.
   4. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
   5. If either party wishes to terminate this agreement once an offer of settlement has been received, we will inform you of our charges of 20%+VAT (24%), along with any fees which may have been incurred by you during the administration of your claim to the point at which you wish to cancel the agreement.
   6. If we assess an offer from your lender and deem it acceptable, you will be invoiced on this amount. Should you remain unhappy with the amount offered and wish to challenge that offer, it is within your rights to do so, however our invoice will still be enforceable as per sections 4&5.
   7. You acknowledge that you are aware that you can complain directly to your provider if you are not satisfied with the outcome of your complaints.

5. How Taylor Edwards Financial Management will collect their fees:
   1. You are responsible for the immediate payment of our fees. Whether this is upon receipt of your refund from your opponent or by way of cancellation of this agreement once the 14 day cooling off period has expired (see clause 0.5 ‘cancellation of this agreement’). In any event, our invoice requires settlement within 14 days.
   2. Please see the table below (in the reverse of the fold down flap) for further redress examples.
   3. You should note that if your refund contains an element of interest (currently 8%), you may be liable to an income tax charge (currently 20%), the bank making the refund will use this taxation directly to HMRC on your behalf. If you are not currently a UK tax payer, under usual circumstances you should be able to reclaim this tax payment by submitting a R40 form to the HMRC. If this is the case our fees will be calculated on the full amount before tax. If your statutory 8% figure totals £30, the bank making the refund will use income tax of 20% direct to HMRC totalling £6 leaving you with £24. 00. Our fee will be charged on the full £30.

6. Should you complete any paperwork, or discuss any aspects of your claim with your opponent over the telephone (including the completion of any questionnaires), this shall not be deemed as any breach of, or falling of duty by us or in any way by Taylor Edwards Financial Management Limited. Our fee will remain due as per Section 4 of our Terms of Engagement and no reduction in our fees will be due.

6. Cancellation of this Agreement:
   1. We reserve the right to cancel this agreement at any time. There will be no fee payable if we advise you that your claim is unlikely to succeed.
   2. Should you breach your obligations under this contract, we again reserve the right to terminate this agreement with immediate effect.
   3. You are legally entitled to a 14 day cooling off period in which you can cancel your claim free of charge. The 14 day cooling off period will begin from the date that we receive your paperwork.
   4. If either party wishes to terminate this agreement once an offer of settlement has been achieved, we will inform you of our charges of 20%+VAT (24%), along with any fees which may have been incurred by you during the administration of your claim to the point at which you wish to cancel the agreement.
   5. Cancellation of this agreement can be by post, email or by telephone. If we receive the cancellation by post or email you may need to speak to your opponent to confirm this is your intent and to discuss any cancellation fees or consequences of cancelling the agreement as they may apply.
   6. You may cancel this agreement at any time. If you do cancel this agreement once the 14 day cooling off period has expired, we will charge you reasonable costs at £50 per hour, up until the point at which you notified us of your wish to cancel.

7. Complaints:
   1. Whilst we do our best to provide a consistently excellent level of customer service, if you are unhappy with the service you have received, (Complaints Handling Procedures) can be found on our website at www.tayloredwardsfm.co.uk or supplied upon request.

8. Data Protection:
   1. 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 a law or professional body, we do not disclose any personal data to any other person or organisation without the required consent.
   2. We reserve the right to ensure that the claimant information will be properly managed, protected and respected. You can be assured that any information you provide us will be used strictly in accordance with the terms laid out in this statement.

9. Other Important Terms:
   1. We will not reserve the right to cancel this agreement once the 14 day cooling off period has expired, we will charge you reasonable costs at £50 per hour, up until the point at which you notified us of your wish to cancel.

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### Example of fees from Section 4

<table>
<thead>
<tr>
<th>Example A: Redress with no balance reduction</th>
<th>Example B: Redress with no loan and future installment reduction</th>
<th>Example C: Redress is used to offset arrear consumer has on credit card or loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total compensation offered by Lender</td>
<td>£5,000</td>
<td>£5,000</td>
</tr>
<tr>
<td>Loan reduction by lender</td>
<td>£0.00</td>
<td>£0.00</td>
</tr>
<tr>
<td>Gross redress offered to customer after loan reduction</td>
<td>£5,000</td>
<td>£5,000</td>
</tr>
<tr>
<td>TEFM Fees @ 20% + 20% VAT = 24% in total</td>
<td>£1,200</td>
<td>£1,200</td>
</tr>
<tr>
<td>Loan reduction by lender</td>
<td>£3,000</td>
<td>£3,000</td>
</tr>
<tr>
<td>Gross redress offered to customer after loan reduction</td>
<td>£2,000</td>
<td>£2,000</td>
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<tr>
<td>TEFM Fees @ 20% + 20% VAT = 24% in total</td>
<td>£1,200</td>
<td>£1,200</td>
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<tr>
<td>Loan reduction by lender</td>
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<tr>
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</tr>
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<td>TEFM Fees @ 20% + 20% VAT = 24% in total</td>
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<td>£1,200</td>
</tr>
</tbody>
</table>