

Ref:

Letter of Authority

Your Name.....*

Your Address.....*

.....*

Your Name As On Card/Account.....*

Bank Name & Branch / Credit or Store Card Company

.....*

Sort Code (Banks only).....*

Bank Account/Credit Card/Store Card Number.....*

Bright Oak (of PO Box 806, Cardiff, CF11 1GF) has been appointed to act on my behalf in respect of my complaint for unlawful and unfair charges applied to my above account by the above Bank / Credit Card Company / Store Card Provider.

The Bank / Credit Card Company / Store Card Provider (and Information Commissioner) therefore has my express authority to deal with Bright Oak and their appointed solicitor on my behalf on this matter as if it were dealing with myself in person.

All correspondence on this matter should be directed to Bright Oak at the contact details provided.

I can further confirm that Bright Oak will make a Data Subject Access Request on my behalf. Details relating to this request should similarly be forwarded to them at the contact details supplied, appropriately referenced and marked as confidential.

Payment in settlement of my claim should be made by cheque payable to Bright Oak.

Signed.....*

Date.....*

LETTER OF INSTRUCTION FOR THE RECOVERY OF UNFAIR CHARGES

I hereby instruct Bright Oak to act on my behalf in accordance with Bright Oaks Terms of Business as set out overleaf.

My Name.....*

My Address.....*

.....

My Post Code.....*

My Telephone (Day).....*

My Telephone (Mobile).....

My Email Address.....

I understand that I may revoke this instruction letter within 14 days without incurring any charges.

My Signature.....*

Today's Date.....*

Signed for Bright Oak.....

Printed Name.....

Date.....

Please complete all information marked with (*) on this form and the letter of authority & sign both of these documents along with the terms and conditions and return them to us on the address below.

BRIGHT OAK TERMS OF BUSINESS

1. Definitions

The following definitions apply:

- 1.1 "Bright Oak" means Bright Oak of PO Box 806, Cardiff, CF11 1GF.
- 1.2 "The Client" means the person or organisation referred to in the Letter of Instruction for the Recovery of Unfair Charges and instructing Bright Oak to act on its behalf
- 1.3 "Unfair Charges" means unfair, unlawful and / or excessive fees, charges, penalties, interest or otherwise and charged to the Client by the Provider.
- 1.4 "the Provider" means the Bank / Credit Card Company / Store Card Provider details of which the client has provided to Bright Oak and against whom the Client wishes to make the Claim
- 1.5 "the Claim" means the Clients claim against the Provider to recover the Unfair Charges, full details of which the Client has provided to Bright Oak.
- 1.6 "Compensation" means the successful recovery of any Unfair Charges whether in whole or in part from the Provider plus any interest thereon.
- 1.7 "The Services" means the work undertaken by Bright Oak in relation to the Claim to include:
- Drafting, preparing, and forwarding to the Provider the necessary correspondence
 - Undertaking all necessary negotiations with the Provider
 - Reviewing the information provided by the Provider
 - Calculating the extent of the Claim
 - Instructing Solicitors, if necessary, to act on the Clients behalf
 - Paying the fee for the Data Subject Access Request as applicable
 - Paying court fees as applicable
 - Providing court representation if appropriate
 - Recovering the Compensation
 - Paying the compensation to the Client
- 1.8 "Bright Oak Charges" means the greater of:
- 20% plus VAT of the Compensation. (For example, if Bright Oak recovers £1000, its charge will be £200 plus £35 VAT. Therefore the Client will receive £765). Or,
 - a minimum charge of £200 plus VAT for any single claim.

2. Appointment and Instruction

- 2.1 The Client hereby appoints Bright Oak to act on its behalf as its sole and exclusive representative in respect of the Claim.
- 2.2 The Client instructs Bright Oak to endeavour to recover all Unfair Charges or such Unfair Charges as the Client may agree with Bright Oak during the Claim and in so coming to any such agreement with Bright Oak, the Client shall act reasonably taking into account any advice the Client may receive from Bright Oak or their appointed Solicitors on the Clients behalf.

3. Information

The Client shall provide all information in relation to the Claim required by Bright Oak and its appointed solicitors by return.

4. Bar on any Agreement with Provider

The Client shall not enter into any agreement with the Provider in relation to the Claim.

5. Provision of the Services

Bright Oak shall provide the Services.

6. Authority to Receive

The Client instructs and authorises Bright Oak to receive and be paid on the Clients behalf the Compensation.

7. Payment

- 7.1 In consideration of the Services, and on the basis that Bright Oak recovers any Compensation, the Client shall pay Bright Oak Charges to Bright Oak.
- 7.2 If recovered, Bright Oak shall pay to the Client the Compensation less Bright Oaks Charges within seven days from the date received by Bright Oak.
- 7.3 If the Client receives the Compensation or any other payment whether in whole or in part of the Claim, the Client will notify Bright Oak immediately by telephone and then immediately in writing and shall pay Bright Oak Charges to Bright Oak within seven days of the Client receiving Bright Oaks invoice for Bright Oaks Charges.

8. Information

- 8.1 The Client will immediately notify Bright Oak of any developments on the claim, to include any correspondence or telephone calls received or made by the Client from or to the Provider, their agents, servants, lawyers or otherwise.
- 8.2 Bright Oak will endeavour to keep the Client informed of case progress.

9. Appointment of Solicitors

The Client understands that though highly unlikely it may be necessary to commence court proceedings and attend Court and in that respect the Client authorises Bright Oak at any time during the Claim (including before such proceedings) and at Bright Oaks absolute discretion to appoint and instruct Solicitors to act on the Clients behalf and in appointing Bright Oak as set out herein, those Solicitors have the Clients full authority and permission to act on the Clients behalf in the Claim.

10. Self Help and other Providers

The Client acknowledges it could pursue such claims itself or appoint another regulated business to do so.

11. Confidentiality

Bright Oak will comply with the Data Protection Act and any other regulation applicable to the handling of sensitive Client information.

12. Complaints

Should the Client have a complaint about the Services provided by Bright Oak, the complaint should be emailed to customerservices@brightoak.co.uk or posted to Customer Services Manager, Bright Oak, PO Box 806, Cardiff, CF11 1GF. If dissatisfied with the response received from Bright Oak the matter can be referred to Bright Oaks regulator, The Ministry of Justice.

13. Referral Fees

Bright Oak will notify the Client in writing if Bright Oak are required to pay an introducer any fee in respect of the Claim.

14. Client Accounts

All sums recovered by Bright Oak on the Client's behalf will be deposited in an account specified for the use of client funds only. This account will be operated in accordance with the **Claims Management Regulations Accounts Rules 2006**. Sums recovered by Bright Oak's solicitors will be paid directly to Bright Oak.

15. Cooling Off Period

The Client may revoke its authority for Bright Oak to act on its behalf in relation to the Claim within 14 days of so instructing Bright Oak to so act by post or email to customerservices@brightoak.co.uk. No charges will be incurred during this 14 day period if the Client revokes.

16. Cancellation

The Client can cancel its authority for Bright Oak to act on its behalf in relation to the Claim after 14 days of so instructing Bright Oak to so act by post or email to customerservices@brightoak.co.uk. The Client may be charged up to £100 plus VAT in this instance to cover expenses accrued by Bright Oak. However, in the event the Provider has agreed or been ordered by a court to pay the Compensation, Bright Oak shall be entitled to payment of the Bright Oak Charges in accordance with these Terms of Business.

17. Clients Warranty

The client warrants to Bright Oak that:

- 17.1 it has been charged £100 or more in Unfair Charges during the past six years
- 17.2 all information given to Bright Oak in relation to the Claim is in the reasonable opinion of the Client correct and true. If the information given by the Client to Bright Oak is fraudulent or dishonest, so that the Claim is fraudulent or dishonestly made, the Client agrees to indemnify Bright Oak, and any Solicitors appointed by the Client through Bright Oak to act on its behalf, against all fees, costs, charges, losses and damages they may suffer or incur as a result thereof.

18. Bright Oak Warranty

In accepting to act on behalf of the Client, Bright Oak gives no representation, warranty, guarantee or promise that the Client will be entitled to any Compensation as a result of the Claim

SIGNED _____

DATE _____