

CARD PAYMENT FORM

Client Ref No: _____

Client Name: _____

Name on Card: _____

Card Number: _____

Type of Card: _____

Expiry Date: _____

Valid From Date / Issue Number: _____

Security Number: _____

Amount: £ _____

Date:

Referred By: _____

Form of Authority

Please complete and send back to us as soon as possible

Account Holder(s) Name(s) 1:

.....

Address:

.....
.....

Telephone Number:

.....

Account Holder(s) Name(s) 2:

.....

Address:

.....
.....

Telephone Number:

.....

Agreement Type (tick relevant box):

Loan

Credit Card

Name of Lender? ('the firm' or 'licensee(s)'):

.....

Lender Address (if known):

.....

.....Post Code:

Loan Agreement / Credit Card No:

Loan Agreement (Start Date):/...../..... - (End Date):/...../.....

I/we appoint and expressly authorise Ratio Money Ltd ('the company') to consider our claim for unfair credit agreements and seek compensation in accordance with DISP 2.4.16 R of the FSA Handbook, 'A compliant may be brought on behalf of an eligible complainant, or a deceased person who would have been an eligible complainant, by a person authorised by the eligible complainant or authorised by law', if the company believes the case warrants such action.

I/we further authorise and insist that you the firm and/or licensee(s) release to the company any information that may be requested from time to time, whether that be in writing, by phone, email, fax or as directed, in accordance with the 'Rights of Data Subjects and Others' under the Data Protection Act 1998.

(If the claim is in respect of a joint policy, both names must sign, if you have changed your surname since opening the policy and not informed the company, please add this and sign with your original signature).

PRINT NAME (Account Holder 1):

SIGNATURE:

DATE

D.O.B:...../...../.....

PRINT NAME (Account Holder 2):

SIGNATURE:

DATE

D.O.B:...../...../.....

REFERRER

Section 77/78 Request

As prescribed under Section 77/78 of the Consumer Credit Act 1974

To:

Name of Lender:

.....

Address of Lender:

.....
.....
.....

I/We;

Client Name:

.....

Client Address (current):

.....
.....
.....

Client Address (at the time the agreement was executed):

.....
.....
.....

Account Name:

.....

Account/Loan/Credit Card Number:

.....

I/we instruct you the creditor to supply Ratio Money Ltd with a copy of the above Regulated Credit Agreement (if any), including any document referred to therein and statement of account under the legislation contained within Section 77 and 78 of the Consumer Credit Act 1974. I enclose the statutory fee of £1.00 as required per this request. Failure to comply with this request is a criminal offence under the Consumer Credit Act of 1974. Under 189 of the Consumer Credit Act 1974 you are obliged to provide these documents whether you are the original creditor or not.

If you the creditor under an agreement fail to comply with this request within 12 days you will be in default and as a consequence not entitled to enforce the agreement and where the default continues for one month you the creditor commits an offence.

PRINT NAME (Account Holder 1):

.....

SIGNATURE:

..... DATE.....

D.O.B:

...../...../.....

PRINT NAME (Account Holder 2):

.....

SIGNATURE:

..... DATE.....

D.O.B:

...../...../.....

REFERRER

Terms and Conditions

These are our terms and conditions, please read through them and sign on the second page if you accept them.

1. What Ratio Money **will** do for you:

- (a) We will 'Audit' your Credit Agreement and, if appropriate, pursue on your behalf, a claim for the remaining balance of the Credit Agreement to be deemed unenforceable; where possible, reimbursement of repayments made, plus statutory interest and future repayments discontinued. If after 'Auditing' your agreement we believe that your claim has a chance of success, as judged by our legal panel, we will endeavour to inform you within 28 days.
- (b) We will provide this service on a Flat Fee basis where the cost for 'Auditing' each individual Credit Agreement will be £295.00. Any other cost in excess of these fees is not a charge levied by Ratio Money but any 3rd party introducing you as a claimant with respect to Ratio undertaking claims services on your behalf (Please note; where you have been referred by a 3rd party these costs are included in any fee you may have already paid).
- (c) We will correspond and negotiate with the defendant on your behalf in this action.
- (d) We will inform you of all offers that we receive from the defendant; evaluate them and advise you in writing whether we consider it to be in your interests to accept or to reject.
- (e) We will forward to you the monies agreed in settlement of your claim with the defendant, subject to the conditions in parts 3 (e) (i) (ii).
- (f) We will endeavour at all times to provide you with the professional and dedicated service that you deserve. We will use all reasonable skill and care in the processing of your claim for reimbursement. To include all repayments made within a regulate credit agreement agreed or judged to be unenforceable.
- (g) We will endeavour to provide resolution to any claim with us within a period of 9 months but where this is not possible due to any change or influence on the business practices of Ratio Money Ltd either internal or external we will seek to resolve your claim as soon as circumstances permit.
- (h) We will always act in your best interests in pursuing your claim and seek to always obtain the best results.
- (i) We will return all your documents (including bank statements, policy or credit agreements) upon receipt of all monies due in accordance with this agreement.
- (j) We will assist you in completing all or part of our application, and/or any subsequent forms which you may be experiencing trouble with.

2. What Ratio Money will **NOT** do for you:

- (a) We will NOT advise you to pursue a claim that in our opinion has no realistic chance of success, or where the amount in issue does not in our opinion justify the likely work involved, and we reserve the right to cancel this Agreement if we form this opinion.
- (b) We will NOT advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable, and we reserve the right to cancel this Agreement if you wish to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable.
- (c) We will NOT accept an offer without your agreement.
- (d) We will NOT give or offer you financial advice.
- (e) We will NOT take steps to remove any negative credit entry that the defendant may have registered against your name.
- (f) We will NOT offer Legal Advice directly in the event of your claim going to the court stage but will refer you to our panel of qualified Solicitors for direct legal assistance.

3. What we expect from you:

- (a) To provide us promptly with all relevant information and items we request to enable us to pursue your claim.
- (b) To provide us with clear instructions.
- (c) To cooperate with us (including sending to us any correspondence you receive directly from the defendant).
- (d) Not to ask us to work in an improper or unreasonable way or to mislead us.
- (e) To provide us with the exclusive authority for the duration of the contract (to the exclusion even of you):
 - (i) To pursue your claim;
 - (ii) To enter on your behalf into correspondence and negotiations;
- (f) To read all of our terms and conditions and to sign to say that you have understood them.
- (g) To retain a copy of our terms and conditions for your own reference.
- (h) pay any associated court costs (refundable at point of settlement) which may become due should you decide to take your claim through the small claims court, Ratio Money will not offer any Legal Advice, however we will offer you support throughout the process and our panel of Solicitors will of course represent you if needed.
- (i) Provide us with your authority to correspond and negotiate with your bank by signing the letter of authority.

4. Our Fee

(a) We will charge you a flat fee of £295.00 to 'Audit' each individual Credit Agreement. This fee is refundable, where the audit of your Credit Agreement finds it to be enforceable less £50 (the cost of the initial audit). Where you are entitled to a refund you should request this from the firm who introduced you to Ratio Money. If you contacted Ratio Money directly please request a refund from us.

(b) This Fee covers:

- Collection of all necessary documents required to facilitate an 'Audit'
- The cost of advertising the Unfair Credit Agreement Claims service
- The cost of 'Audit' for the designated Credit Agreements by Ratio Money Ltd and our Legal Panel

(c) In some instances the copies of your financial or loan documentation which you send to us, or which we obtain on your behalf, may contain a number of credit agreements which form part of the same financial arrangement. Where we need to audit more than one agreement to establish the enforceability of your credit agreement we will charge you an additional £50 for each additional agreement which we have to audit. We will, however, notify you if we intend to charge such fees and how much they are going to be. This fee is not the same as the fees set out in paragraph 4(a) above which are for each separate agreement which you ask us to audit.

5. Cancelling this Agreement

(a) We can cancel this agreement at any time if you have breached your duties set out at paragraph 3 above or if you accept an offer that we consider inadequate or reject an offer that we consider to be reasonable. In these circumstances we may charge you a nominal fee for the work that we have undertaken for you. In the event that we make such a charge it will be calculated by multiplying the number of hours (or part thereof) spent by us on your claim by the applicable hourly charging rate of £10 per hour, and time spent will be measured in units of six minutes. We will, however, warn you if we intend to charge such fees and how much they are likely to be.

(b) You can cancel this agreement at any time. If you choose to do so we will make a reasonable charge for the work that we have undertaken. This will **not** be calculated in accordance with 5(a) above but will be a reasonable charge for the work undertaken.

(c) Cancellation of this Agreement by either party must be in writing.

(d) There is a 14 day cooling off period in which you may cancel the agreement without any charge.

Print Name (Account Holder 1):.....

Signed:..... Date:.....

Address:.....

Postcode:..... Telephone Number:(.....)

Print Name (Account Holder 2):.....

Signed:..... Date:.....

Address:.....

Postcode:..... Telephone Number:(.....)

*Please see our website for details at www.ratiomoney.co.uk

Unfair Relationships Form

Client Questionnaire

Client Name:

.....

Client Address:

.....

.....

.....

Name of Lender:

.....

Account Number:

.....

Cancellable Agreements

1. (i) Before signing your Agreement did you receive any oral advice?

	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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 (ii) If so, where and how was this advice given?

	On Lenders Premises	<input type="checkbox"/>		
	Away from Lenders Premises	<input type="checkbox"/>		
	On telephone	<input type="checkbox"/>		

2. Where did you sign your Credit Agreement?

	On Lenders Premises	<input type="checkbox"/>		
	Away from Lenders Premises	<input type="checkbox"/>		

3. (i) Upon signing your Agreement, did you receive information relating to cancelling the agreement and / or a cancellation notice?

	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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 (ii) If so, please attach a copy for our information

Unfair Relationships

4. The table below relates to the time when you first entered into your credit agreement and your liabilities at that time. Please complete where applicable:

Liabilities	Monthly Payment
Mortgage	
Rent	
Credit Card 1	
Credit Card 2	
Credit Card 3	
Loan 1	
Loan 2	
Loan 3	
Other outgoings	
Total	

If required, please continue on a separate sheet.

5. The table below relate to the time when you first entered into your credit agreement and your Income at that time. Please complete where applicable:

Income	Amount (per month)
Monthly Salary / Wage	
Other income	
Total	

If required, please continue on a separate sheet

6. (i) Have you previously been diagnosed with a serious illness? Yes No
- (ii) If so, upon signing your Agreement, were you advised of the implications of your illness to the validity of your agreement? Yes No
7. (i) Have the terms of your Agreement changed since you entered into it? Yes No
- (ii) If so, were you informed of these changes? Yes No
- (iii) Did you agree to these changes? Yes No
- (iv) Did you sign an authority and return it to the lender informing them of your approval? Yes No

(v) Were you made aware of the reasons for these changes?

Yes No

8. (i) Has your lender applied any penalty charges to your account? (i.e. late payment / missed payment charges)

Yes No

(ii) If so, please give details of the reason for the penalty and the charge applied.

.....

9. Prior to signing your Agreement, were you advised of your right to cancel and the terms of cancellation?

Yes No

10. (i) Has the duration of your Agreement been extended by your lender without your prior consent or knowledge?

Yes No

(ii) If so, please provide details

.....

.....

11. Prior to signing your Agreement, were you in receipt of the applicable Terms and Conditions?

Yes No

12. (i) Were you introduced to your lender by a broker?

Yes No

(ii) If so, are you aware of any commission paid to the broker by your lender?

Yes No

13. Have you tried to bring a legal action against your lender in the past?

Yes No

Payment Protection Insurance (PPI)

14. Is your agreement covered by Payment Protection Insurance?

Yes No

15. Did you agree / opt in to this policy being added when you entered into your agreement?

Yes No

16. Were you made fully aware of the terms of the PPI

Policy? Including payments etc?

Yes No

17. (i) Have you previously been diagnosed with a serious illness?

Yes No

(ii) If so, were you advised of the implications of your illness to the validity of your PPI policy?

Yes No

18. Does your PPI premium cover the entire term of your loan?

Yes No

19. Please state the amount of credit obtained:

.....

20. Please state the full cost of your PPI policy:

.....

Your Circumstances at time of entering into Agreement

21. Were you self employed when your agreement was entered into?

Yes No

22. When you entered into your agreement were you out of work? (E.g. Housewife)

Yes No

23. Are you intending to retire during the period of your loan and PPI policy?

Yes No

Please state if any of your credit has resulted in a Statutory demand?
 If yes please provide details.

.....

Statement of Truth

I believe that the answers to these questions are true to the best of my knowledge:

Print

Name:

.....

Signature:

.....

Date:

.....

