

## Sample Letter

Dear Mr and Mrs Credit Card Holder

### **Re: Your Credit Card Claim**

I write further to our telephone conversation and thank you for your kind instructions in this matter.

[I confirm receipt of £750.00. This is our fixed charge in respect of acting for you in investigating the enforceability or otherwise of your Credit Card Agreement. If we advise that the Agreement is unenforceable, we shall seek to challenge it's enforceability with the finance company concerned under the terms of this retainer, up to but not including the preparation and issue of any Court proceedings.] *[To be sent when client has paid £750.00, whether by Credit Card or a Loan.]*

[I acknowledge receipt of £495.00. Our fixed fee for investigating whether or not your agreement is enforceable and thereafter challenging it's enforceability with the finance company is £990.00. The remaining £495.00 is payable at the conclusion of this matter. Our fixed fee of £990.00 covers investigating whether or not the Credit Card Agreement is enforceable and thereafter challenging its enforceability with the finance company if appropriate, up to but not including the preparation and issue of Court proceedings.] *[To be sent when client is paying by two payments of £495.00.]*

[I confirm receipt of £500.00. This is our fixed charge in respect of acting for you in investigating the enforceability or otherwise of your Credit Card Agreement. If we advise that the Agreement is unenforceable, we shall seek to challenge it's enforceability with the finance company concerned under the terms of this retainer, up to but not including the preparation and issue of any Court proceedings. We are charging a lower fee of £500.00 as you have already instructed us to challenge another Credit Card Agreement.] *[To be sent when a client is paying £500.00]*

[I acknowledge receipt of £375.00. Our fixed fee for investigating whether or not your agreement is enforceable and thereafter challenging it's enforceability with the finance company is £750.00. The remaining £375.00 is payable at the conclusion of this matter. Our fixed fee of £750.00 covers investigating whether or not the Credit Card Agreement is enforceable and thereafter challenging its enforceability with the finance company if appropriate, up to but not including the preparation and issue of Court proceedings. ] *[To be sent when client is paying by two payments of £375.00.]*

**I confirm that any fees that you have paid to us will be refunded to you if your Credit Card agreement is shown to be enforceable.**

### **Who Is Dealing With Your Case**

Your case will be dealt with by Lisa Stanton; if she is unavailable please ask for Fiona Squire. We will try to avoid changing the person who handles your case but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. The Partner of this firm with final responsibility for this work is Mark Woloshak.

As explained above this retainer does not include the preparation and issue of Court Proceedings and work undertaken thereafter. If it is necessary to issue Court Proceedings in this matter, we will ask you to enter into a No Win No Fee Agreement with us at no cost to you.

### **Financial Interest**

We have agreed to pay a referral fee to the introducer in this matter, that is to say the organisation who have put us in contact with you. The referrer in this matter is .....to whom we have agreed to pay £.....for this introduction, should your claim be successful.

This arrangement does not effect in any way the independence of our advice or the work that we are able to do for you. If you do have any questions about any aspect of this transaction, please feel free to raise them.

### **Objects and Requirements**

Your objective in this matter is to ascertain whether or not your Credit Card Agreement is enforceable and, if it is not, to come to a settlement that confirms that the agreement is unenforceable and consequently that you are released from any further obligations under its terms and/or recover overpaid interest and charges. Your requirements are that we undertake this work efficiently and on terms that limit your potential cost exposure.

### **Grievance Procedure**

We are committed to providing you with an efficient legal service. In the unlikely event that you are dissatisfied with that service then we hope that you will be able, in the first instance, to resolve any problems you may have with the writer of this letter. If you are unable to resolve your concerns with the writer of this letter then you may write to Clare Hudson who has been designated as the Partner with the responsibility for dealing with any concerns that you may have in relation to this matter. Should you feel it appropriate to contact her we would ask you to do so in writing and then allow her 14 days in which to respond. We trust, however, that you will not need to contact us in this way.

A claim of this sort should resolve within 6-8 months, should it be necessary to issue Court proceedings in which case it may take a further 12 months.

Please could you sign and return a copy of this letter and accompanying Terms and Conditions as confirmation of your understanding of the basis of our instructions.

Yours sincerely

**Recompense**

Please note the signature on this letter constitutes confirmation of your instructions to us.

**Signed.....**

**Print.....**

**Date.....**

## **Frequently Asked Questions (FAQ)**

### **Your Consumer Credit Act Claim Regarding Your Credit Card**

Q. *"What will it cost me?"*

A. **£495.00 payable upon application and a further £495.00 when your Credit Card balance has been written off. If your Credit Card is found to be enforceable, your money will be fully refunded to you. Or £750 in one full payment.**

Q. *"Will I ever have to pay anything else?"*

A **NO - The only time you may be liable for our charges is if you provide dishonest or misleading information or you fail to co-operate with us.**

Q. *"Will I have to continue making payments to my Lender and can I still use my card?"*

A **YES - You should continue to make payments to your Lender until we tell you it is safe to stop paying and NO - You should not make any further payments using your credit card**

Q. *"Can I still use my card?"*

A **NO - You should not make any further payments using your credit card**

Q. *"Will writing off my Credit Card affect my credit rating?"*

A **NO - By entering into dispute with your lender they are prevented from referring your case to a credit reference agency - if they do we will sue them for you and correct the entry.**