

The following constitutes the Terms of Business (the "Terms of Business") of VANTRESS LTD. to provide claims management services as described below. Claims management regulation came into effect in April 2007 as a result of the Compensation Act 2006. The regulator is the Ministry of Justice, which has set minimum standards of good practice for all claims management firms. They will apply to all transactions between both parties, unless varied in writing.

1. Interpretation.

For the purpose of these Terms of Business:

1. i "we", "us" and "our" refer to Vantress Ltd. of Office 81, Westminster Chambers, 7 Hunter Street, Chester, CH1 2HR. regulated by the Ministry of Justice in respect of regulated claims management activities no CRM15179.
1. ii 'THE CLIENT' shall refer to the individual person or corporate entity that engages Vantress Ltd. to provide claims management services.
1. iii 'THE AGREEMENT' shall refer to the contracted engagement by the Client of the services offered by Vantress Ltd. pertaining to the claims management.
1. iv 'LENDER' refers to a bank, building society or financial institution offering products or services, and is not restricted to the specific definition of these words in the FSA Handbook.
1. v 'CLAIM' refers to the clients claim in regard to seeking compensation from a Lender for serious breaches, and others, of the regulations in the consumer credit agreement as defined under the consumer credit act 1974.
1. vi references to 'YOU', 'YOUR', and/or your nominated representative(s) are to the person or persons to whom our Terms of Business is addressed;
1. vii 'COMPENSATION PAYMENT' refers to an amount of compensation, redress payment, or refund amount agreed to be paid by the Lender.
1. viii 'CLAIMS MANAGEMENT SERVICES' refers to the services to be provided in accordance with these Terms of Business;
1. ix 'LETTER OF AUTHORITY' refers to the letter to be signed and returned by the Client to authorise Vantress Ltd., to act as the representative of the Client in all dealings in respect of the claim against a Lender, and confirming acceptance of these Terms of Business
1. x 'FEE' refers to the professional fees of Vantress Ltd as detailed in section 5.

2. Scope and basis of our work.

2. i We give independent advice in connection with claims management services we are providing and you authorise us to act as your authorised representative when dealing with Lenders.
2. ii The claims management services that Vantress Ltd. offer will include (a) consideration of your complaint against a Lender in respect of any financial product or service, including products or services not regulated by the Financial Services Authority (b) the recommendation of a specialist firm of solicitors, regulated by the Law Society, to pursue your claim (c) communication with you and your solicitors as to the position with your claim.
- 2.iii We will rely on the information and documents that you provide us with as being true, correct, and complete. You keep us informed of any change in your circumstances that might affect the services and advice we provide you.
2. iv We will agree with you in writing, periodically and when necessary, the scope of our claims management services. We will be willing to add to or change the scope of the claims management services at any time, but such additions or changes must first be agreed in writing with us.
2. v During the course of the provision of our claims management services, we shall from time to time require your instructions. You must give us clear instructions which allow us to provide the claims management services properly. You must not ask us to work in any improper or unreasonable way. You must not deliberately mislead us and you must co-operate with us at all times.

3. Conduct.

3. i We shall conduct claims management services for you only when you have instructed us to do so.
3. ii If required, we will refer you to independent solicitors regulated by the Law Society. We are not a firm of solicitors regulated by the Law Society, we do not provide legal advice, nor do we retain professional negligence insurance in the event of a claim for negligence made against us.

4. Communication.

4. i Unless otherwise instructed, we shall communicate with you at your home address, normally by letter sent by normal postal services or, where necessary, courier services. We shall send you letters by fax to an agreed fax number only where specifically instructed or where the matter is one which, in our judgment, justifies such method of communication.
4. ii We undertake to use all reasonable endeavours to ensure that any e-mails that we send to you (and/or to your nominated professional adviser or agent) are free from viruses and any other material that may cause inconvenience or harm

to any other computer system, and you undertake to do likewise with any e-mails that you send to us.

4. iii You and we understand and acknowledge that the transmission of e-mails on the Internet or otherwise has inherent risks. Neither we nor you shall have any responsibility or liability to each other where any e-mail (whether sent by us, by you or by your nominated adviser or agent) is lost, delayed, intercepted, corrupted or otherwise altered is rendered incomplete or fails to be delivered, except and only to the extent finally determined to have resulted from bad faith or wilful default.
4. iv We shall accept instructions from you or your nominated representative orally (in person or by telephone), in writing or by e-mail, but we shall not proceed with any claims management services for you until we have received express instructions in writing or by e-mail.
4. v When we receive any such instructions, we shall act on them as soon as is reasonable, and practicable unless specifically requested otherwise.
4. vi To enable us to provide the optimum service to you, there may be occasions when we need to contact you without your express invitation, and you agree that we may do so. We shall contact you only between 08:00 and 20:00 Monday to Friday, and 09.00-01.00 Saturday.

5. Fees payable if we are successful with your claim.

5. i See attached fee schedule for full details.
5. ii In the event of your compensation payment being held by your solicitor you agree that your solicitor may pay our fee directly to us.
5. iii Value Added Tax (VAT) at the standard rate, currently 15.0% to be added to our fee (*when applicable*).
5. iv The fee applies to each individual claim considered by Vantress Ltd.
5. v You agree to notify Vantress Ltd., within 3 working days, of any offer made by the Lender directly to you in connection with the claim we are handling on your behalf. Any payments received by you, which Vantress Ltd. has not been notified about, may accrue interest in accordance with Clause 5.vi (below). Upon receipt of notification of a payment made to you directly, you will be issued with an invoice, based on the amount paid, and you agree to pay the invoice within 14 days in accordance with fee schedule and Clause 5.iii.
5. vi You agree to pay the fee within 14 days of receiving our invoice. Any outstanding balance beyond this date will accrue interest at the Royal Bank of Scotland base rate plus 6% and may incur further late payment penalties including but not limited to £15 for each item of correspondence sent to retrieve the payment, until payment is made or terms agreed for payment of the outstanding debt. Should payment remain outstanding beyond 30 days we reserve the right to seek redress through the Courts.

6. What happens if your claim is rejected?

6. i If we are not successful in your claim, you do not pay a fee to us.

7. Client Service.

7. i If at any time you wish to make a complaint about any aspect of the advice or service you have received from Vantress Ltd., the matter will be dealt with through our internal complaints handling procedure, a copy of which is available upon request at by writing to The Complaints Manager, Vantress Ltd. Office 81, Westminster Chambers, 7 Hunter Street, Chester. CH1 2HR.

8. Data Protection Act 1998.

8. i During the period of our engagement we shall request information about your personal and financial situation from you. It may be appropriate to obtain some of the information about your personal and financial situation from third parties (for example, from other firms which act, or have acted, as your professional advisers).
8. ii The information that we obtain about your personal and financial situation may constitute "personal data" under the Data Protection Act 1998 ("the 1998 Act").
8. iii We may carry out such processing (whether obtaining, recording or holding) of such data as is necessary to enable us to carry out your instructions.
8. iv We may disclose such data to such advisers or other third parties as is necessary to enable us to provide our advice to you. For example, we may have to disclose such data to one or more product provider in order to obtain quotations or projections for you.

8. v We may hold such data in our files for as long as necessary for the purposes of providing the consultancy services, and in accordance with our internal retention policies.

8. vi Using our knowledge of your personal and financial situation, we may bring to your attention, from time to time, information that we believe may be of interest to you, unless you have informed us that you do not wish to receive any such information.

8. vii If requested by you in writing, we shall (for a fee not exceeding the maximum fee prescribed in the 1998 Act) provide you with details of the data that we hold about you. You undertake to advise us if any such details are incomplete, inaccurate or out of date.

8. viii If requested by you in writing, we shall provide you with details of the third parties (referred to in paragraph 8. iv above) to which we have disclosed information about your personal and financial situation.

9. Confidentiality.

9. i Subject to paragraph 8. iv above, we shall not, without your prior written consent, disclose any confidential information concerning your personal or financial situation to third parties (except to other professional advisers) whom we may consult in relation to our work (save to the extent that the information is in the public domain), unless otherwise required by law, a court of competent jurisdiction, HM Revenue and Customs or any other government or regulatory authority.

9.ii All information and advice written or oral, of whatever nature, made available by us to you is for your sole use and shall not, without prior written consent, be disclosed or made available to any third party (save to the extent that the information is in the public domain otherwise than by breach of this clause) unless otherwise required by the law, a court or arbitrator of competent jurisdiction.

9.iii The working papers prepared as part of the claims management service are our property, constitute confidential information, and shall be retained by us in accordance with our policies and procedures. However, you or your nominated representative may inspect those working papers at any time during normal business hours at our normal place of business if you give us reasonable notice.

10. Liability.

10. i Vantress Ltd. will perform the claims management services with reasonable skill and care and acknowledge that it will be liable to you (up to the level of any fees received by Vantress Ltd. in respect of providing the consultancy service to you) for direct losses, damages, costs or expenses ("losses") caused by its negligence or wilful default, subject to the following limitations:

10.ii Vantress Ltd. will not in any circumstances be liable to you for loss of profits, revenue or other types of economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses arising from loss of data; any losses which arise other than directly and naturally from a breach of contract, or other losses which a court holds to be consequential, special or indirect; any losses suffered by you arising from any claim against you by a third party for any of the aforementioned types of loss.

10.iii Vantress Ltd. will not be so liable if such are due to the provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than Vantress Ltd.

10. iv Vantress Ltd. shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with the provision of the claims management service.

10. v Nothing on these Terms of Business shall, restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.

10. vi In this clause 10 Vantress Ltd. refers to its respective directors, staff and agents, and in all cases any successors or assigners.

10.vii You agree that you have fully considered the provisions of this clause and all the other provisions of these Terms of Business and that they are reasonable in the light of all the factors relating to the claims management services.

11. Consumer Protection (Distance Selling) Regulations 2000.

11. i If you are a consumer and if your instructions have not been given to us at a face to face meeting the above Regulations apply and we ask that you sign the Agreement confirming that you accept and understand these Terms of Business and return it to us as quickly as possible. On receipt of this we will regard ourselves as acting on your behalf.

11.ii You have the right to cancel your instructions to us, without any cost to you, within 15 days of signing these written instructions. You would cancel the agreement by either delivering a note cancelling your instructions to our office or by sending it to Vantress Ltd. by post. Vantress Ltd. Office 81, Westminster Chambers, 7 Hunter Street, Chester. CH1 2HR.

11. iii You may terminate your right to cancel by notifying Vantress Ltd in writing.

11. iv We shall carry out your instructions as efficiently as possible, but the nature of the instructions means that we are unlikely to be able to perform the contract within the maximum period of 30 days as laid down by the Regulations. By signing and returning the Agreement you are therefore agreeing that we need not perform the contract within a maximum of 30 days.

12. Third Party Rights.

12. i A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

13. Commencement, variation and termination.

13. i Your continued instructions in connection with your claim will amount to an acceptance of these Terms of Business. However, it may not be possible for us to start or continue work on your behalf until your signed copy or copies of the Letter of Authority and Client Agreement are returned to our office.

13. ii These Terms of Business may be varied or superseded at any time, in writing, by us.

13.iii These Terms of Business may be terminated by either party, with immediate effect, by giving notice in writing.

13. iv If you seek to terminate this agreement after the initial cancellation period set out in clause 11.2 and before Vantress Ltd., or your instructed solicitors has received either an offer of compensation, or a rejections letter from a product provider, you agree to pay Vantress Ltd., within 14 days of request, a fee calculated by reference to the number of hours spent by Vantress Ltd. pursuing your claim against the Lender at a rate of £95 per hour, plus VAT to a maximum of £1,500, plus VAT whichever is the higher-notwithstanding any claim for costs made by your instructed solicitor.

13. v If you seek to terminate this agreement after Vantress Ltd. has received an offer of compensation payment from the Lender, you agree to pay to Vantress Ltd. within 14 days of request the fee calculated by reference to the amount of the compensation offered by the Lender at the date of termination.

13. vi You may be requested to supply information or complete paperwork. If we do not receive the requested documents within 14 days of the initial request, we will assume you are terminating our services, without written notification, as detailed in clause 13.iii and will pursue the fees detailed in clause 13.iv or in accordance with 13.v if an offer of compensation is achieved without this information, whichever is the greater.

14. Invalidity.

14. i If any provision (whether in whole or in part) of these Terms and Business is held to be illegal, invalid or unenforceable under any enactment or rule of law, such provision or part shall be deemed not to form part of these Terms of Business, and the legality and enforcement of the remainder of these Terms of business shall not be affected.

15. Whole agreement.

15. i These Terms of Business set out the entire agreement between you and Vantress Ltd. Neither party may rely on any agreement understanding or arrangement, which is not expressly set out in the Terms of Business. The Terms of Business shall not be amended, modified, varied or supplemented except in accordance with the provisions of clauses 4.v, 5.v and 13.ii above.

16. Applicable Law.

16.i These terms of business are governed by and construed in accordance with English law. In relation to any legal action or proceedings relating to these terms of business, we submit to the non-exclusive jurisdiction of the English Courts.

The headings in these terms of business are for convenience only and do not affect their interpretation.

If any of these terms of business are held to be invalid or unenforceable in the whole or in part, the validity of the other terms will not be affected.

These terms of business may be varied by us from time to time.

This Terms of Business can be obtained in LARGE print on request.