

11. Effect of terminating the Agreement

11.1. Upon the Agreement ending:

- 11.1.1. all of the duties and obligations between You and Us will cease; and
- 11.1.2. You will still be liable for any amounts outstanding that are owed to your Creditors over and above payments made to them during operation of the Debt Management Plan.

12. Personal details

- 12.1. We can confirm that all confidential information supplied by You or your Creditors will not be passed on to anyone else (other than associated companies or selected third parties) without your permission as detailed in paragraph 13.
- 12.2. If You have chosen to receive information by e-mail please be aware You are solely responsible for the security of your personal computer and every reasonable precaution must be taken to ensure no unwanted access to the information is allowed. If You feel that someone has accessed the information We have sent You or your computer is lost or stolen please contact Us immediately.

13. Statement of Data Protection

- 13.1. We recommend that You read this statement carefully as it defines the personal information We obtain about You and how the information is used.
- 13.2. Personal information is gained directly from You and once the first contact is made via your Creditors as authorised by your Letter of Authority. Further information may also be obtained from managing your Debt Management Plan. Your personal information will be used for:
 - 13.2.1. The Debt Management Plan;
 - 13.2.2. Carrying out negotiations with your Creditors for You; and
 - 13.2.3. Updating You regarding your Debt Management Plan.
- 13.3. The only information that will be disclosed is that required by law, court orders or as requested by other government or law enforcement authority, or any company or other entity to whom We may either transfer or subcontract any or all of our obligations to You under the Agreement.
- 13.4. You can contact Us at any time by writing to the Data Protection Manager at the above address for any information You require and also if You would like copies of any or all personal information We hold about You. We will charge You a fee of £10. Please be aware that We may record and monitor your calls to maintain or improve our services.
- 13.5. Subject to paragraph 13.6 We may also use your personal information to contact You to provide You details of other products and services which We think may be of interest to You, including those offered by our associated companies or selected third parties. We may share personal information with these associated companies and selected third parties and they may contact You directly to provide You with details of such products and services.
- 13.6. You may let Us know if You do not want Us to disclose your personal information as set out in paragraph 13.5 or if You wish to amend the way We communicate with You.

14. Other Conditions

- 14.1. By giving You Personal Notice We may transfer our rights and obligations under the Agreement.
- 14.2. The Agreement sets out the entire agreement and understanding between You and Us regarding our debt management services.
- 14.3. By entering into the Agreement You have acknowledged that You are not relying on any statement, warranty or representation given or made by Us save for those expressly set out in the Agreement. We will offer no liability in relation to any other representation, promise or warranty made in relation to the Agreement unless it was made fraudulently.
- 14.4. If any event beyond our reasonable control prevents or hinders Us from performing our obligations under the Agreement We shall not be deemed to have breached the Agreement.
- 14.5. The Agreement will be governed by and construed in accordance with English law, and all claims and disputes between the parties or any of them arising out of or in connection with the Agreement (whether or not contractual in nature) will be determined in accordance with English law.
- 14.6. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters arising out of or in connection with the Agreement.

Dealing with complaints

We are committed to providing products and services of the highest standards. That's why We really value your feedback. Letting Us know when You are not happy with our service gives Us the opportunity to put matters right for You and improve our services for everybody. We will always do our best to respond as quickly as possible. In each case, We will listen to You and put matters right if We can.

Our complaints process

This section tells You what to do if You are not happy with a service We have provided. Please follow our complaints procedure to help Us resolve your complaint as quickly as possible.

Giving us details of your complaint

If You want to complain, please provide the following details.

- Your name and address.
- Your Debt Advisory Line reference number.
- Your daytime phone number.
- A clear description of your complaint or concerns.
- Details of how You would like Us to rectify the situation.

What We will do

We will do our best to sort out your complaint immediately. Sometimes it may take longer to fully investigate. If this happens We will do the following:

- Your complaint will be acknowledged in writing within 5 Working Days of receipt.
- Keep You updated with our progress.
- We aim to resolve complaints within four weeks. If We are not able to do so, We will always write to You explaining what is happening and when We expect to resolve your complaint.
- Once an assessment and full investigation of your concerns have been made, We will send You a final response letter within eight weeks.

How to contact us

Post:

Complaints, Debt Advisory Line, 1C Riparian Way, The Crossings Business Park, Cross Hills BD20 7AA

Phone: 0844 856 6371

Email: customer.relations@debtadvisoryline.co.uk

If You e-mail us, We usually reply to You by e-mail. However, if We need to refer to confidential information or enclose copies of important documents, We may contact You by post instead.

What to do if You are dissatisfied with our response

If You still remain dissatisfied with our final response or eight weeks have passed since You first let Us know about your concerns, You can ask the Financial Ombudsman Service to review your complaint. The Financial Ombudsman Service provides a free independent service for customers to solve disputes with financial firms.

The Financial Ombudsman Service will only deal with your complaint if You have given Us the opportunity to put matters right, so please contact Us first and We will do all We can to help You.

How to contact the Financial Ombudsman Service

Post:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Phone: 0800 023 4567
Website: www.financial-ombudsman.org.uk

Industry regulation

We are a member of DEMSA, an organisation founded to monitor and maintain high standards in the Debt Management Industry. All members of DEMSA are bound by the terms and Code of Conduct established by DEMSA. DEMSA has laid down procedures for handling complaints and member companies are bound by their decisions. Any complaint must in the first instance be addressed to Us, however, should the matter not be resolved to your satisfaction, provided that the dispute in question is covered by the Code of Conduct, You may refer to DEMSA. More information is provided below.

DEMSA

This company is a member of DEMSA and subscribes to the DEMSA Code of Conduct.

DEMSA is an organisation founded to monitor and maintain high standards in the Debt Management Industry. All members of DEMSA are bound by the terms of the Code of Conduct established by DEMSA, which covers the following areas:

- Compliance with Statutory Regulations and OFT Debt Management Guidance
- Marketing, Advertising and Publicity
- Information to Consumers
- Contract Terms
- Client Accounts and Interests
- Dealings with Lenders
- Redress
- Failure of a Debt Management Company

How might DEMSA affect You?

If You have a complaint about the manner in which your Debt Management Company has handled your case You must, in the first instance, address your concerns to the company concerned. Should the matter not be resolved to your satisfaction, please refer the matter to DEMSA, provided that the dispute in question is covered by the Code of Conduct. DEMSA has a laid down procedure for handling such complaints and this includes the right of referral to the Financial Ombudsman Service where appropriate. Should You require a copy of the DEMSA Code of Conduct, please contact the General Secretary, DEMSA, West Point, Westland Square, Leeds LS11 5SS, or visit our website www.demsa.co.uk

Tel: 0113 277 7610

Fax: 0113 277 3586

e-mail: info@demsa.co.uk

Debt Managers Standards Association Limited A company limited by guarantee

This is our standard client agreement upon which We intend to rely. For your own benefit and protection You should read the Agreement carefully before signing the Letter of Authority. If You do not understand any point please ask for further information.



Debt Management Plan

Terms of Business

Debt Advisory Line Limited, 1C Riparian Way, The Crossings Business Park, Cross Hills BD20 7AA
Customer Helpline 0844 880 0654 **Creditor Helpline** 0844 880 0649 **Facsimile** 0844 880 0653
Email info@debtadvisoryline.co.uk **Website** www.debtadvisoryline.co.uk

Debt Advisory Line is a trading name of Debt Advisory Line Limited. Registered No. 07067381.
Registered in England & Wales. Registered Office: 1C Riparian Way, Crossing Business Park, Keighley, BD20 7AA.

Important Note

These terms of business (the “Terms”) are applicable to all Debt Advisory Line clients and relate to the provision of debt management services. Different terms may apply to other services provided by Debt Advisory Line or any of its associated companies.

1. Definitions

“*Agreement*” the agreement between Us and You incorporating the Letter of Authority Form, and these Terms (as they may be amended under paragraph 8).

“*Annual Review Fee*” the fee that You will pay in the month in which We complete your annual review.

“*Card Fee*” a fee that is charged to You each time You make a payment to Us using a debit/solo or prepaid card.

“*Cleared Funds*” any cash, and any cheques made payable to Us which We have received from You which have not been returned within seven Working Days of receipt and any card payments which have been irrevocably credited to our account.

“*Creditors*” all the businesses or people You have told Us You owe money to who are unsecured and who are included in your Debt Management Plan.

“*Days*” all days including Saturdays, Sundays and public holidays.

“*Debt Management Plan*” the programme of Monthly Payments by which You repay your Creditors through Us including our Fees.

“*Fees*” Set Up Fee, Processing Fee, Monthly Fees, Annual Review Fees and other fees charged by Us in accordance with the terms of the Agreement.

“*Financial Statement*” a breakdown of your income and expenditure on a monthly basis.

“*Letter of Authority Form*” the form enclosed with the brochure which We ask You to sign to give Us authority to contact your Creditors and act on your behalf.

“*Monthly Fee*” the fee payable by You to Us each month for our Debt Management Plan. At the date of the Agreement this amount is equal to 17.5% of your Monthly Payment. This is subject to a minimum of £39.95.

“*Monthly Payment*” the total amount which is payable every month by You to Us through the Debt Management Plan. Apart from your first two Monthly Payments which are the Set Up Fee, this is made up of the Monthly Repayment to be made to your Creditors, and our Monthly Fee and other relevant Fees.

“*Monthly Repayment*” the share of each Monthly Payment to be paid by Us on Your behalf to your Creditors.

“*Personal Notice*” written notice provided by Us to You at least 30 Days in advance (or such shorter period as may be necessary to ensure We comply with our regulatory and legal obligations) by post, email or message in your monthly statement (in each case provided to the most recent contact details provided by You to Us).

“*Processing Fee*” the £70 processing fee payable by You to Us which is additional to the Set Up Fee and is included in your first payment.

“*Set Up Fee*” the first two payments which are made by You to Us, and which are not used to pay your Creditors.

“*Working Day*” all days other than Saturdays, Sundays and public holidays.

“*You*” the person entering into the Agreement with Us.

“*Us and We*” Debt Advisory Line Limited, whose registered address is Unit 1C, Riparian Way, The Crossings Business Park, Cross Hills, BD20 7AA, registration number: 07067381 or anyone to whom We transfer our rights and obligations under the Agreement.

2. Appointment and Term

- You appoint Us as your debt advisors and We agree to act on your behalf and to provide our services on the terms of the Agreement.
- The Agreement will start as soon as You confirm your acceptance of these Terms either by telephone or by returning the completed Letter of Authority Form or if earlier when We receive the Set Up Fee from You in Cleared Funds.
- The Agreement will terminate when it is terminated in accordance with paragraph 3, 9 or 10.

3. Cooling Off Period

- You have the right to cancel the Agreement at any time during the first 14 Days of the term. This can be done by writing to Us at our registered address (in which case the cancellation takes effect on receipt by Us of your letter) or by telephoning Us on 0844 856 6310 (in which case your cancellation takes immediate effect).
- If you cancel in accordance with paragraph 3.1, any Fees or monies paid by You to Us which have been received in Cleared Funds will be refunded in full to You.

4. Our Services

- On the basis of the information You have provided to Us, We will:
 - review your income, outgoings and living expenses; and
 - issue to You a draft Debt Management Plan covering your debts (other than those types of debt which fall within the exclusions set out in paragraph 6.2).

4.2. The Debt Management Plan will:

- set out a Monthly Payment which is affordable to You;
- include an estimate of the total Fees payable by You to Us for the services which will be provided under the Agreement; and
- include an estimate of how long it will take for your Creditors to be repaid in full under the Debt Management Plan.

4.3. Once the Agreement has started in accordance with paragraph 2.2, We will:

- inform your Creditors of our involvement;
- negotiate with them in relation to the revised repayments under the Debt Management Plan; and
- request that interest and charges are frozen and any further pending legal action on the account be ceased. You should note that your Creditors are not obliged to agree to this – however we will strive, based on our expertise and experience of dealing with Creditors, to persuade them to do so.

4.4. Once We have received the Set Up Fee, We will then prepare and issue Your Debt Management Plan, normally within 28 days. This could vary depending on the accuracy of the information which was originally provided by You and discussions with your Creditors.

4.5. Should your circumstances change and You become unable to meet the payments under the original Debt Management Plan, We will negotiate with your Creditors to arrange a revised Debt Management Plan. We will review your situation every 12 months. Your Creditors may request a periodic review which We will do for You on your behalf.

4.6. We will provide You with a monthly statement during the term listing your Creditors, payments made to them, the status of any negotiations We may have had with them and the Fees which have been payable by You to Us.

5. What You will pay and what happens to your money

5.1. You will pay the Processing Fee, Set Up Fee, Monthly Fees and the Monthly Repayments and any other Fees charged by Us in accordance with the terms of the Agreement. All fees paid to Us by You are exclusive of VAT.

5.2. From 1 January 2012 We may charge an Annual Review Fee for each of your annual reviews after that date. The Monthly Fee in the month of your annual review will be increased by £50 to cover this service. This will not affect your agreed Monthly Payment but it will affect the payments We will make to your Creditors in the month of your annual review. However if You choose to increase your Monthly Payment in the month of your annual review by £50, payments to your Creditors will remain the same.

5.3. From 1 January 2012 If You pay Us using a debit/Solo or prepaid card We may charge You a Card Fee of £1.95 for each transaction taking place after that date.

5.4. All payments that We receive from You in Cleared Funds will be paid directly into our client account. Our client account is an account where any monies held on behalf of our clients are kept and which is not used for the purposes of our own business. The only payments which we make out of our client account are:

- payment of our Fees to Us;
- payment of the Monthly Repayments to your Creditors in accordance with the Debt Management Plan; and
- any other payment as instructed by or agreed with You.

5.5. We will not pay to You or your Creditors any interest on the amounts held by Us in our client account.

5.6. We will distribute the Monthly Repayments amongst your Creditors in accordance with the Debt Management Plan normally within five Working Days of receipt of the Monthly Payment from You in Cleared Funds. If there is a delay by Us in making any payment on your behalf which is not beyond our control, We shall take the appropriate action to put You in the position You would have been in if the payment had been made within 5 Working Days in Cleared Funds and shall make good any additional interest which has been accrued and any default charges that have been applied to your debt as a result of the delay.

6. What We will not do

- We will not lend You any monies or offer credit facilities.
- We will not be able to assist in relation to, and take into account in the Debt Management Plan, secured debts such as secured loans, mortgages, hire purchase council tax (including arrears), utility bills (including arrears) and rent (including arrears), plus any other similar debts.
- It is not normal practice for Us to arrange for a representative to attend a court hearing on your behalf, unless it is specifically agreed between You and Us. There would be an additional fee for this service which would be agreed with You prior to the court hearing.
- Whilst We try to agree a revised payment with your Creditors, as stated in paragraph 4.3, your Creditors are not bound by the Debt Management Plan and can still enforce recovery proceedings, charge interest and other charges if they choose to do this.
- We cannot be held responsible for any legal action taken against You by your Creditors as a result of fraudulent or incorrect information provided by You at the time of acquiring a loan, hire purchase agreement, credit card or any other form of credit.

7. What You must do

7.1. You must provide us with a Financial Statement which contains full, accurate and truthful details including net income, outgoings, dependants, Creditors, details of any outstanding County Court Judgments, court proceedings and any threatened legal action against You. You must send original documentation where possible to confirm these details.

7.2. Throughout the term, You must:

- not apply for or take out further credit or incur further debts, unless it relates to your normal living expenses;
- make the agreed Monthly Payments to Us;

7.2.3. forward originals or copies of all correspondence You receive from your Creditors in order that We can act on your behalf. We can only return originals if You request this prior to posting;

7.2.4. not make any payments directly to any of your Creditors unless We have been notified in advance and have agreed that these payments can be made;

7.2.5. immediately make Us aware if your circumstances change (including if they improve) so that your Debt Management Plan can be amended accordingly. We require 14 Days' notice in order to make any amendments.

7.3. You remain responsible for continuing to pay any secured loans, mortgages or hire purchase agreements and all household bills.

8. How the Agreement may be changed

8.1. We may make changes to our Fees, including introducing new fees and charges and making changes to the basis on which We charge for providing services, by giving You Personal Notice.

8.2. We may make any other changes to the Agreement, including introducing new fees and charges and making changes to the basis on which We charge for providing services, by giving You Personal Notice.

8.3. We may make any changes to the Agreement under paragraphs 8.1 and 8.2 for all or any of the reasons set out in this paragraph 8.3 that apply:

- If We reasonably consider the change is not to your disadvantage.
- Following or in anticipation of and to respond to any change in law or regulation or to respond to a change in industry guidance or code of practice.
- To respond to the making of a relevant recommendation, requirement or decision of any court, regulator or similar body.
- To respond to abnormal market conditions.
- To respond to the costs We incur in providing services to You.
- To respond to the consequences of any event beyond our control that may impact our provision of services to You.
- To make the Agreement clearer.
- To respond to any changes in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another organisation.
- To reflect general practice in the debt management industry.
- To respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the services, inflation and/or in our costs of providing services.
- To improve the services we provide or to provide additional services to You (where You indicate you wish to receive such improved or additional services).
- To respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where We are not acting dishonestly, in a manner which inappropriately discriminates against a particular customer or as an unreasonable business would.

8.4. Where We make any change under paragraph 8.1 or 8.2 the change will be proportionate to the underlying reason for the change.

8.5. We may also make a change to the Agreement under paragraph 8.1 or 8.2 for any other valid reason that applies and is not described in paragraph 8.3. We will always give You Personal Notice of any such change and notify You that the change has been under this paragraph 8.5.

8.6. When We give you notice of a change We intend to make in accordance with paragraphs 8.1 to 8.5, before the change takes effect You may end the Agreement by giving Us no less than 10 Days' notice in writing.

8.7. If You do not tell Us that You want to end the Agreement and if We do not hear from You as described in paragraph 8.6 before the date each change is to take effect, then You will be deemed to have accepted the change and it will take effect automatically.

9. How You can terminate the Agreement

9.1. You have the right to cancel the Agreement as stated in paragraph 3.

9.2. You may also terminate the Agreement at any time if the total Fees payable under the Debt Management Plan differ significantly from the Fees estimated in the draft Debt Management Plan issued by Us in accordance with paragraph 4.1.2. In the event of termination under this paragraph 9.2, We reserve the right to retain any Fees paid by You to Us.

9.3. In addition to your right to terminate the Agreement under paragraphs 3, 8.6 and 9.2, You may also terminate the Agreement at any time by giving Us 14 Days' prior written notice which You may serve at any time. This is whether or not You believe We may have been in breach of our obligations under the Agreement. In the event of termination under this paragraph 9.3, We reserve the right to retain any Fees paid by You to Us.

10. How We can terminate the Agreement

10.1. We can terminate the Agreement at any time by giving You 14 Days' notice if any of the following occurs:

- You fail to make two successive Monthly Payments;
- You seriously breach the terms of the Agreement;
- You persistently make minor breaches of the terms of the Agreement;
- You file a bankruptcy petition, You become bankrupt, make other arrangements or composition with your Creditors or make an application to a court of competent jurisdiction for protection from your Creditors; or
- the information provided by You at the time of acquiring a loan is deemed incorrect or fraudulent by any Creditor.