

## 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 leaflet 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 4 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 6317

**Email:** [customer.relations@debtadvisoryline.co.uk](mailto: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:** 0845 080 1800

**Website:** [www.financial-ombudsman.org.uk](http://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 overleaf.

### 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](http://www.demsa.co.uk)  
Tel: 0113 277 7610, Fax: 0113 277 3586.

e-mail: [info@demsa.co.uk](mailto:info@demsa.co.uk)

Debt Managers Standards Association Limited A company limited by guarantee

## Debt Management Plan

## Terms of Business

## IMPORTANT NOTE

These business conditions are applicable to all Debt Advisory Line clients; they could be added to or changed by particular terms for some of our other services, of which You will be notified.

Definition of terms

“*Agreement*” means the agreement between Us and You made on the Terms of Business.

“*Cleared Funds*” means any cash, cheques made payable to Us which We have received from You.

“*Late Payment Charge*” means charges that could be applied for late “*Monthly Payments*” or late “*Monthly Fees*”.

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

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

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

“*Fees*” means Set Up Fees, Processing Fee and Monthly Fees.

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

“*Set Up Fee*” means the first two payments which is made by You to Us, and which is not used to pay your Creditors. Your “Set Up Fee” will cover the work that goes into setting up a debt management plan. That involves: Reviewing your draft payment programme, Calculating the reduced repayment proposals, Preparing your financial statement and Talking to your creditors to renegotiating your monthly debt payments.

“*Letter of Authority*” means 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*” means the Monthly Fee payable for our Debt Management Plan. This amount is equal to 17.5% of your Monthly Payment. This is subject to a minimum of £39.95.

“*Processing Fee*” means the £70 processing fee which is included in your first payment.

“*Annual Review Fee*” means the fee you will pay the month in which we complete your annual review. The Monthly fee 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. However if you choose to increase your Monthly Payment by £50, payments to your creditors will remain the same.

“*Monthly Payments*” means the total amount which is paid every month by You to Us throughout 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 as agreed with You.

“*Monthly Repayments*” means the share of the Monthly Payment to be paid by Us on your behalf to your Creditors.

“*You*” means You the person entering this agreement of the Debt Management Plan.

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

### 1. Appointment and Term

1a You appoint Us as Debt Advisors and We agree to act on Your behalf and to provide our services.

1b This agreement will start once You confirm Your acceptance of these Terms of Business either by telephone or by returning the completed Letter of Authority Form or if earlier, the day when We receive the Set Up Fee from You in Cleared Funds.

1c **Cooling Off Period** - At Debt Advisory Line You have the right to cancel Your agreement at any time during the first 7 Days of the term. “Days” here include Saturdays, Sundays and public holidays. This can be done by writing into Us at the above address or by telephoning on 0844 856 6310. Any fees or monies paid to Us will be refunded.

### 2. Debt Advisory Line will

2a Using the information forwarded by You to Us, Your income, outgoings and living expenses will be reviewed and We will issue You a draft Debt Management Plan to notify You those types of debt which do not fall within the exclusions set out in section 5b below. This will allow Us to ascertain a Monthly Payment which will be made affordable to You. We will include an estimate of the total Fees payable by You to Us for the services which will be provided under this Agreement, and We will also show You an estimate of how long it will take for your Creditors to be repaid.

2b Once You have started the Agreement with Us, We will inform your Creditors of our involvement and will negotiate with the reduced repayments. Although they are not obliged to, we will request that interest and charges are frozen, and any further pending legal action on the account be ceased. We will strive, based on our expertise and experience of dealing with Creditors to provide as much assistance to You as possible.

2c 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 discussions with your Creditors and the information which was originally provided by You.

2d Should your circumstances change and You become unable to meet the original Debt Management Plan. We will negotiate with your Creditors to arrange a revised Debt Management Plan. We will review your situation every 6 months or occasionally your Creditors may request a periodic review which We will do for You on your behalf.

2e We will provide You a statement monthly listing your Creditors, payments made to them, status of any negotiations We may have had with them and the Fees which We have charged You,

### 3. What you will pay

3a You will pay a Set Up Fee, Monthly Fee, Annual Review Fee and the Monthly Repayments, and any other Fees agreed in writing between You and Us for additional services.

3b If You pay Us using a debit/Solo or prepaid Card You will be charged a Card Fee of £1.95 for each transaction.

3c If your Monthly Payment becomes overdue You could be subject to late payment fees, charged at a rate of £1 per day.

### 4. What happens to Your money

4a All payments that We receive from You in Cleared Funds will be paid directly into our Client Account. The only payments which we make out of our Client Account are:

- i payment of our Fees; and
- ii payment of the Monthly Repayments to your Creditors in accordance with the Debt Management Plan; and
- iii Any other payment as instructed or agreed with You.

4b 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 in any payment 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 the account as a result of the delay.

### 5. We will not

5a Lend you any further monies or offer credit facilities.

5b Be able to assist on secured debts such as secured loans, mortgages, hire purchase council tax (including arrears), utility bill (including arrears) and rent (including arrears), plus any other similar debts.

5c 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 to do so. For this service there would be an additional fee arranged with You prior to the court hearing.

5d Whilst We try to agree a revised payment with your Creditors, as stated in section 2. unfortunately your Creditors can still enforce recovery proceedings, charge interest and other charges if they choose to do this.

### 6. What you must do

6a On Your Financial Statement We require full, accurate and truthful details including net income, outgoings, dependants and Creditors. details of any outstanding County Court Judgements, court proceedings or any threatened legal action against You. You must send original documentation where possible to confirm these details.

6b Make agreed Monthly Payments to Us as outlined in the Debt Management Plan.

6c It is a requirement of the Debt Management Plan that You must 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.

6d Throughout the term of the Debt Management Plan You must not make any payments directly to your Creditor unless We have been notified in advance and have agreed that these payments can be made.

6e If your circumstances change You must immediately make Us aware so that your Debt Management Plan can be amended accordingly, this includes if your circumstances have improved. In order that any amendments can be made We will require 14 days notice.

6f Throughout the term You must not apply or take out further credit or incur further debts, unless it relates to your normal living expenses.

### 7. How to cancel this agreement

7a You have the right to cancel this agreement as stated in paragraph 1c

7b As stated in paragraph 1c and 7a You may also end this agreement at any time by providing Us with 14 Days written notice, whether or not in your opinion We have breached our obligations under this agreement. If a cancellation is made under section 7b We reserve the right to retain any fees paid.

### 8. How We can terminate this agreement

We can terminate this agreement at any time by giving You 2 weeks notice if any of the following occurs:

- (i) A failure to make two successive Monthly Payments.
- (ii) You seriously breach the terms of the agreement or persistently make minor breaches of the agreement
- (iii) 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.

### 9. Effect of terminating your agreement

Upon the agreement ending

- (i) Any company obligations between You and Us will cease
- (ii) You will still be liable for any amounts outstanding that is owed to your Creditors over and above payments made to them during the payment scheme.

### 10. Personal Details

10a We can confirm that all confidential information supplied by You or Creditors will not be passed on to anyone else, other than associated companies or selected third parties without your permission as under the Data Protection Act detailed in section 11g.

10b 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.

### 11. Statement of Data Protection

11a We recommend that you read this statement carefully as it defines the personal information We obtain about You and how the information is used.

11b Personal information is gained directly from You once the first contact is made via Your Creditors as authorised with your Letter of Authority. Further information may also be obtained from managing your Debt Management Plan.

11c Your personal information will be used for:

- (i) A Debt Management Plan will be prepared and issued to You
- (ii) We will carry out negotiations with your Creditors for You
- (iii) Updating You regarding your Debt Management Plan

11d The only information that will be disclosed is that required by law, court orders or as requested by other government or law enforcement authority, this includes any company or other entity to whom We may either transfer or subcontract any or all of our obligations to You under this agreement.

11e 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.

11f Please be aware that We may record and monitor your calls to maintain or improve our services.

11g Subject to section 11h 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.

11h You may let Us know if You do not want Us to disclose your personal information as set out in section 11g above or if you wish to amend the way we communicate with you.

### 12. Other Conditions

12a By giving You written notice We may transfer our rights and obligations under this agreement.

12b All prior Agreements, understandings or arrangements (whether written or oral) will be superseded by this entire Agreement, this includes the provision of any services.

12c You acknowledge that You have entered into this Agreement in reliance only on the representations, warranties and promises specifically contained or incorporated in this Agreement and, except as expressly set out in this Agreement, We shall have no liability in respect of any other representation, warranty or promise made prior to the start of this Agreement unless it was made fraudulently.

12d If any event beyond our reasonable control prevents or hinders Us from performing our obligations under this Agreement We shall not be deemed to have breached this Agreement.

12e This Agreement is governed by English Law.