

## 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

## Trust Deed

## 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.

“*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 Trust Deed.

“*Legal Arrangement*” means a legally binding arrangement between You and Your Creditors.

“*Financial Statement*” means truthful details of your incomings and outgoings, dependants and creditors.

“*Fees*” means Set Up Fees for the initial preparation of your Trust Deed. This is the first three payments which are made by You to Us. This is not paid to your creditors. Your “Set up Fee” will cover the work that goes into collating all information from your creditors and preparing your file for submission to the Insolvency practitioner. If You pay Us using a debit/Solo or prepaid Card You will be charged a Card Fee of £1.95 for each transaction.

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

“*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 to act on your behalf.

“*You*” means You the person entering the Legal Arrangement.

“*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 by returning the completed Letter of Authority Form and 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 8566310. Any fees or monies paid to Us will be refunded.

### 2. Debt Advisory Line will

2a Open negotiations on Your behalf with a view to You undertaking a Trust Deed with Your creditors.

2b Debt Advisory Line and their preferred Insolvency Practitioners will use all reasonable endeavours to obtain a satisfactory arrangement with Your creditors on Your behalf.

2c You agree to notify Debt Advisory Line as soon as possible of any material changes in Your circumstances. You further agree that the company can review the terms and conditions of the Agreement and Your financial situation following Your notifying the company of such changes in Your circumstances. Should such a change in circumstances prevent the company from continuing to act for the client, the company agrees it will as soon as practicable return the paperwork to You. In these circumstances the company shall have the right to deduct any reasonable costs incurred by it to date from any refund due to You.

2d You agree to supply any further information which is fundamental to the performance of the company and is reasonably required. Failure to supply such information or the supply of false or fraudulent information will result in the arrangement being rejected by the company and the termination of this agreement. If the agreement is terminated under these circumstances You will be responsible for all reasonable costs incurred by the company.

### 3. We will not

3a Lend you any further monies or offer credit facilities.

3b Be able to assist on secured debts such as secured loans, mortgages, hire purchase plus any other similar debts.

3c 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.

### 4. What you must do

4a 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.

4b It is a requirement of the company that You must forward originals or copies of all correspondence You receive from your Creditors in order that We can act on your behalf.

4c We will return all originals, that are not required for the ongoing Trust Deed, as part of our standard process

4d Throughout the term You must not apply or take out further credit or incur further debts, unless it relates to your normal living expenses.

### 5. How to cancel this agreement

5a You have the right to cancel this agreement as stated in paragraph 1c

5b As stated in paragraph 1c and 5a 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 7. We reserve the right to retain any fees paid.

### 6. 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) Provide false or fraudulent information
- (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.

### 7. 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.

### 8. Personal Details

8a 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 9g.

8b 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.

### 9. Statement of Data Protection

9a We recommend that you read this statement carefully as it defines the personal information We obtain about You and how the information is used.

9b 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 for Your Trust Deed.

9c Your personal information will be used for:

- (i) Your undertaking of a Trust Deed.
- (ii) We will carry out negotiations with your Creditors for You.
- (iii) Keep you updated regarding your proposal for a Trust Deed.

9d The only information that will be disclosed is that required by law, court order 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.

9e 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.

9f Please be aware that We may record and monitor your calls to maintain or improve our services.

9g Subject to section 9h 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.

9h You may let Us know if You do not want Us to disclose your personal information as set out in section 9g above or if you wish to amend the way we communicate with you.

### 10. Other Conditions

10a By giving You written notice We may transfer our rights and obligations under this agreement.

10b All prior Agreements, understandings or arrangements (whether written or oral) will be superseded by this entire Agreement, this includes the provision of any services.

10c 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.

10d 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.

10e This Agreement is governed by English Law.