



## **Protected Trust Deed**

### **Terms of Business**

## Important Note

These terms of business (the "Terms") explain the entire rights and obligations of You and Us regarding the provision of your Trust Deed.

You should read the Agreement carefully before signing the Letter of Authority. If You do not understand any aspect please ask Us for further information. You should take as much time as You need to read the Agreement.

### 1. Meanings

The words and phrases below have the following meanings:

*"Agreement"* the agreement between Us and You incorporating the Letter of Authority Form and these Terms.

*"Creditors"* all the businesses or people You have told Us You owe money to in respect of which the debts are unsecured and who are included in your Trust Deed.

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

*"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.

*"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).

*"Trust Deed"* an arrangement between a debtor and his creditors whereby a debtor transfers part or all of his assets to a trustee to manage for the benefit of creditors and will make regular payments towards his debt.

*"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 office address is Unit 1C, Riparian Way, The Crossings Business Park, Cross Hills, Keighley, BD20 7AA, registration number: 07067381 or anyone to whom We transfer our rights and obligations under the Agreement.

### 2. Appointment and Term

2.1. You appoint Us to provide facilitation services relating to a Trust Deed and We agree to act on your behalf and to provide our services on the terms of the Agreement.

2.2. The Agreement will start as soon as You confirm your acceptance of these Terms by returning the completed Letter of Authority Form.

2.3. The Agreement will terminate when it is terminated in accordance with paragraph 3, 8.6, 9 or 10.

### 3. Cooling Off Period

3.1. You have the right to cancel the Agreement at any time during the first 14 Days of the term, which starts when We receive your signed Letter of Authority Form. This can be done by writing to Us at our registered office address (in which case the cancellation takes effect on the date your letter was dispatched) or by telephoning Us on 0800 0830206 (in which case your cancellation takes immediate effect).

3.2. If You cancel in accordance with paragraph 3.1, any monies paid by You to Us will be refunded in full to You. You authorise Us to begin to deliver our Services to You during the first 14 Days of the term. Note that if You do not exercise your cancellation right under paragraph 3.1, You will be bound by the terms of the Agreement.

### 4. Our Services

4.1. On the basis of the information You have provided to Us, We will:

4.1.1. review your income, outgoings and living expenses in order to assess the terms of your Trust Deed; and

4.1.2. provide our preferred Insolvency Practitioners with the information and assistance they require to progress a Trust Deed with your Creditors on your behalf.

4.2. Any obligation on Us to provide services to You under the Agreement will cease on the earlier of your entry into a Trust Deed and termination of the Agreement.

4.3. All of our written communications to You will be provided by email to the most recent email address provided by You. If at any time You would prefer to receive written communications by post, please let Us know by telephone, email or post.

4.4. Evidence of entering into a Trust Deed will be entered on a public register. Entering into your Trust Deed will be recorded on your credit file for six years after your Trust Deed starts and will appear on the Register of Insolvencies for the duration of the Trust Deed. This may have an adverse effect on your ability to obtain credit or other financial services in the future.

4.5. We may make a commission or incentive payment to a third party relating to our provision of services to You where You have been introduced to Us by the third party. We may receive a commission or incentive payment from our preferred Insolvency Practitioner for providing your case to him.

### 5. What You will pay

5.1. We do not charge any fee for the provision of our services to You.

5.2. You may be required to pay fees to your Insolvency Practitioner and/or to the courts

### 6. What We will not do

6.1. We will not lend You any monies for the purpose of debt consolidation.

6.2. We will not be able to assist in relation to, and take into account in the Trust Deed, 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.

6.3. 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.

6.4. We are not able to give You any legal advice.

6.5. 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 decrees, court proceedings and any threatened legal action against You. You must send original documentation where possible to confirm these details. We will rely on all of the information that You provide to Us being full, true and accurate and We will not be responsible to You for any issues to the extent they arise from that not being the case.
- 7.2. When We receive any original written communications or documents from You, We will store a copy electronically and destroy the original. If You would like Us to return any such original to You, You must tell Us when you send it to Us.
- 7.3. Throughout the period during which we are providing services, You must:
  - 7.3.1. co-operate with Us and reply as soon as You can to Our reasonable requests for assistance (Please do not ignore our attempts to contact You, as this may affect Our ability to provide Our Services to You);
  - 7.3.2. not apply for or take out further credit or incur further debts, unless it relates to your normal living expenses;
  - 7.3.3. tell Us as soon as possible if your correspondence address, email address or phone number changes;
  - 7.3.4. 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;
  - 7.3.5. other than in accordance with paragraph 7.5, 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;
  - 7.3.6. immediately make Us aware if your circumstances change (including if they improve) so that your Trust Deed can be amended accordingly. We require 14 Days' notice in order to make any amendments.
- 7.4. Sometimes a Creditor may not provide Us with balance of your accounts with them and if this happens You will obtain these balances for Us and provide them to Us.
- 7.5. If You are paying creditors through an existing debt management plan or other debt solution, You should continue to make such payments until instructed otherwise by your Insolvency Practitioner.
- 7.6. Please note that You remain responsible for all of your debts and should pay, and continue to pay:
  - 7.6.1. amounts payable to any creditor who has a decree against You until such time as You may be instructed otherwise by your Insolvency Practitioner;
  - 7.6.2. any creditor who has a charging order against You who cannot be included in your Trust Deed; and
  - 7.6.3. any secured loans, mortgages or hire purchase agreements, household bills and other debts that do not form part of your Trust Deed.

## **8. How this Agreement may be changed**

- 8.1. We may make any 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.
- 8.2. We may make any changes to the Agreement under paragraph 8.1 for all or any of the reasons set out in this paragraph 8.2 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 counselling 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.
- 8.3. Where We make any change under paragraph 8.1 the change will be proportionate to the underlying reason for the change.
- 8.4. We may also make a change to the Agreement under paragraph 8.1 for any other valid reason that applies and is not described in paragraph 8.2. We will always give You Personal Notice of any such change and notify You that the change has been under this paragraph 8.5.
- 8.5. When We give you notice of a change We intend to make in accordance with paragraphs 8.1 to 8.4, before the change takes effect You may end the Agreement without incurring any charge by giving Us no less than 14 Days' notice in writing.
- 8.6. 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 this Agreement**

- 9.1. You have the right to cancel this Agreement as stated in paragraph 3.
- 9.2. In addition to your right to terminate this Agreement under paragraphs 3 and 8.6, You may also terminate this 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 this Agreement.
- 9.3. In addition to your right under paragraph 3, You also have the right to cancel this Agreement at any time after the first 14 Days of the term. This can be done by writing to Us at our registered office address (in which case the cancellation takes effect on receipt by Us of your letter) or by telephoning Us on 0800 458 0829 (in which case your cancellation takes immediate effect).
- 9.4. Any failure by You to communicate with Us at any time will not of itself result in termination or cancellation of the Agreement. You may only terminate the Agreement under paragraphs 3, 8.6 and 9.1 to 9.3 inclusive.

## **10. How We can terminate this Agreement**

- 10.1. We can terminate this Agreement at any time by giving You Personal Notice (by post or email) in any of the following circumstances:
  - 10.1.1. You seriously breach the terms of the Agreement (which could be a breach of any of your obligations under paragraph 7, including 7.3.1);
  - 10.1.2. You persistently make minor breaches of the terms of the Agreement (which could be a breach of any of your obligations under paragraph 7, including 7.3.1);
  - 10.1.3. You file a sequestration petition, You become sequestered, make other arrangements or composition with your Creditors or make an application to a court of competent jurisdiction for protection from your Creditors, in each case other than the Trust Deed;
  - 10.1.4. the information provided by You at the time of acquiring a loan is deemed incorrect or fraudulent by any Creditor;
  - 10.1.5. We consider it necessary or advisable in anticipation of or to respond to any change in law or regulation or any change in industry guidance or code of practice or to ensure compliance with our legal or regulatory obligations; or
  - 10.1.6. We consider at any time that your Trust Deed is not an appropriate or sustainable solution for You, in which case We will explain our position to You and outline your options prior to termination.

## **11. Effect of terminating this 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 Trust Deed.
- 11.2. In the event that your Trust Deed is terminated, We recommend that You seek advice in relation to your financial position from Money Advice Scotland by telephoning them on 0141 572 0237 or visiting their website at [www.moneyadvicescotland.org.uk](http://www.moneyadvicescotland.org.uk).

## **12. Limitations on our services and liability**

- 12.1. We are entering into the Agreement with You in your capacity as an individual consumer and so, subject to paragraph 12.2, We shall under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profit, loss of business or depletion of goodwill in each case whether direct or indirect (howsoever caused) and in each case which arises out of or in connection with the Agreement.
- 12.2. Nothing in this Agreement shall exclude or limit any liability of ours which may not be legally excluded or limited.

## **13. Statement of Data Protection and Disclosure of Commission**

- 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. Please be aware that We may record and monitor your calls to maintain or improve our services.
- 13.2. We can confirm that all confidential information supplied by You or your Creditors will not be passed on to anyone other than:
  - as required or permitted by law, court orders or as requested by any government or law enforcement authority;
  - associated companies or selected third parties as set out in paragraph 12.3;
  - any company or other entity to whom We may either transfer or subcontract any or all of our obligations to You under this Agreement.
- 13.3. Personal information is gained directly from You and from your Creditors. Further information may also be obtained from managing your Trust Deed. Your personal information will be used for:
  - 13.3.1. The Trust Deed;
  - 13.3.2. Carrying out negotiations with your Creditors for You; and
  - 13.3.3. Updating You regarding your Trust Deed.
- 13.4. We will contact You by email, text and telephone with details of our own and associated companies' products and services which We think may be of interest to You and will share your information within our group for that purpose. If You agree, We will also share your information with selected third parties so that they can contact You with details of their products and services in the same way. Please see our privacy policy for further detail. If You would rather not hear about these additional products and services, please tell the caller or use the opt out in the email/texts or follow the opt out procedure at [debtadvisoryline.co.uk](http://debtadvisoryline.co.uk). If You decide to engage with any third party with whom We share your information, We will have no responsibility for any act or omission of that third party.
- 13.5. If You give Us your email address and communicate with Us over the internet, We will assume that You accept the level of security in such communications and agree that We can communicate with You by email and other online means. We may undertake third party checks to verify your identity, to ensure compliance with our regulatory obligations. This may leave a footprint in your credit file, which You can see if You request a copy, however, lenders and other third parties will not be able to see it if they run a credit check on You.
- 13.6. The data that We collect from You will not normally be transferred by Us to or stored at, a destination outside the European Economic Area ("EEA"). The data may however be processed by staff operation outside the EEA, working for Us or one of our suppliers. By providing your personal data, You agree to this transfer, storing or processing. We will take steps reasonably necessary to ensure that your data is treated securely and in accordance with the Agreement.

- 13.7. You can contact Us at any time by writing to the Data Protection Manager at our registered office 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 for providing that information.
- 13.8. You should advise Us at the earliest opportunity if You have any medical conditions such that You might be regarded as particularly vulnerable and the nature of such status. This data will be held and used by Us to ensure that You receive fair and appropriate treatment from Us. The nature of your status will not be disclosed by Us to third parties.
- 13.9. We may receive commission or other incentives from third parties in respect of provision of your personal information to those third parties in accordance with the Agreement. On written request by You We will inform You of the amount of any such commission or other incentive in writing free of charge within 40 Days of the request.

#### **14. General Terms**

- 14.1. By giving Personal Notice We may transfer our rights and obligations under the Agreement. Your rights under the Agreement will not be reduced as a result of such transfer.
- 14.2. 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.
- 14.3. If We waive any breach of the Agreement that shall not be considered to be a waiver of any subsequent breach.
- 14.4. This Agreement with You is governed by the laws of England and Wales. Any dispute which arises in relation to this Agreement shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.

## 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.

You have the right to request our consent for You to refer any complaint directly to The Financial Ombudsman Service, without following our complaints procedure. We consider that our complaints procedure is the best way for your complaint to be reviewed and may not provide such consent, however, We will consider any such requests on a case by case basis.

## Giving Us details of your complaint

If You want to complain, please contact Us as soon as possible and 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, Unit 1C Riparian Way, The Crossings Business Park, Cross Hills, Keighley, BD20 7AA

Phone: 0800 458 0819

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 usually 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](http://www.financial-ombudsman.org.uk)