



Debt Management Plan

Terms of Business

Important Note

These terms of business (the "Terms") explain the rights and obligations of You and Us regarding the provision of your Debt Management Plan.

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 and these Terms.

"Cleared Funds" any cash and any cheques made payable to Us which We have received from You and any payments made by card, direct debit, standing order or other bank transfer which have been irrevocably credited to our account.

"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 Debt Management Plan, and "Creditor" shall be interpreted accordingly.

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

"Debt" each separate account with a Creditor which is included in your Debt Management Plan.

"Debt Management Plan" or "DMP" the programme of Monthly Payments by which You repay your Creditors through Us including our Fees.

"Fees" Set Up Fees and Management 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" 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.

"Management Fee" the fee payable by You to Us each month for your Debt Management Plan (this is separate from the Set Up Fees), as set out in paragraph 6.2.

"Monthly Payment" the total amount which is payable every month by You to Us through the Debt Management Plan. This is made up of the Monthly Repayment to be made to your Creditors, our Set Up Fees, our Management Fees 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).

"Set Up Fees" the fees payable by You to Us in respect of the set up of your Debt Management Plan, as set out in paragraph 6.2.

"Us" and "We" Debt Advisory Line Limited, a limited company incorporated in England, 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.

"Working Day" all days other than Saturdays, Sundays and public holidays.

"You" the person entering into the Agreement with Us.

2. Appointment and Term

- 2.1. You appoint Us to implement and operate a Debt Management Plan 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.
- 2.3. The Agreement will terminate when it is terminated in accordance with paragraphs 3, 9.6, 10 or 11.

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. 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 458 0829 (in which case your cancellation takes immediate effect).
- 3.2. 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, except for any amounts paid by Us to your Creditors in accordance with the Agreement. 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. Joint Plans

- 4.1. If You have entered into the Agreement and/or your Debt Management Plan jointly with another person:
 - 4.1.1. instructions We receive from You or from that other person will be deemed to be instructions from You and from that other person;
 - 4.1.2. We may share your information with that other person and vice versa; and
 - 4.1.3. You and that other person will be jointly and severally liable to perform your obligations under the Agreement.

5. Our Services

- 5.1. On the basis of the information You have provided to Us, We will:
 - 5.1.1. review your income, outgoings and living expenses; and
 - 5.1.2. 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 7.2).
- 5.2. Once the Agreement has started in accordance with paragraph 2.2 and We have received payment of your first Monthly Payment, We will then prepare and issue your Debt Management Plan as soon as possible (depending on the accuracy of the information which was originally provided by You and discussions with your Creditors).
- 5.3. The Debt Management Plan will:
 - 5.3.1. set out a Monthly Payment which We assess is affordable to You based on the information You have provided;
 - 5.3.2. include an estimate of the total Fees payable by You to Us for the services which will be provided under this Agreement; and
 - 5.3.3. include an estimate of how long it will take for your Creditors to be repaid in full under the Debt Management Plan.
- 5.4. Once the Agreement has started in accordance with paragraph 2.2 and We have received payment of your first Monthly Payment, We will:
 - 5.4.1. inform your Creditors of our involvement;
 - 5.4.2. negotiate with them in relation to the revised repayments under the Debt Management Plan; and
 - 5.4.3. 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.
- 5.5. 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 at least once every 12 months. Your Creditors may request a periodic review which We will do for You on your behalf.

- 5.6. We will provide You with a monthly statement during the term upon distribution of the relevant Monthly Payment to your Creditors, 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.
- 5.7. 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.
- 5.8. Entering into your Debt Management Plan will be recorded on your credit file for the duration of the plan. This may have an adverse effect on your ability to obtain credit or other financial services in the future.

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

- 6.1. You will pay the Set Up Fees, Management Fees, Monthly Repayments and any other Fees charged by Us in accordance with the terms of the Agreement.
- 6.2. Our Set Up Fees and Management Fees are calculated as follows:

Fee	When payable	Amount of each fee payment
Set Up Fee	Payable only in respect of each of the first six Monthly Payments made by You under your Debt Management Plan.	£40.00 or, if applicable, such lower amount as results in the total of your Set Up Fee and Management Fee in that month being 49% (but no more) of your Monthly Payment.
Management Fee	Payable in each month over life of the DMP.	£27.00 plus £3.00 per Debt for the first six Debts and £1.00 per Debt for each Debt after the first six. Your Management Fee is always subject to a maximum, which is the lower of £55.00 or the amount which is 45% of your Monthly Payment.

- 6.3. Our Set Up Fees relate to the initial set up and monitoring services provided by Us in respect of the first six Monthly Payments by You under your Debt Management Plan.
- 6.4. All fees paid to Us by You are exclusive of VAT. Please note that our services are profit-seeking.
- 6.5. In each month in which You pay a Set Up Fee, your Creditors will receive a reduced payment. You may go in to arrears or further arrears during this time but these will be included in your Debt Management Plan.
- 6.6. We will keep your payments in a separate, non-interest bearing client account and make distributions to your Creditors within 5 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.
- 6.7. 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:
- 6.7.1. any payments to be made to You by way of a refund of any monies paid by You under these Terms, for example where You pay a higher Monthly Payment than We have agreed with You;
- 6.7.2. payment of the Monthly Repayments to your Creditors in accordance with the Debt Management Plan (such payments being allocated on a pro rata basis);
- 6.7.3. payment of our Fees to Us; and
- 6.7.4. any other payment as instructed by or agreed with You.
- Please note that We only take payment of our Fees when the corresponding Monthly Repayment is made to your Creditors.
- 6.8. We will not pay to You or your Creditors any interest on the amounts held by Us in our client account.
- 6.9. If We receive payments from You in accordance with your Debt Management Plan more frequently than once a month, for example, weekly, your payments will not be distributed to your Creditors within 5 Working Days of receipt. We will hold such payments that are Cleared Funds in our client account and will aggregate them together into a Monthly Payment. If a Creditor continues to apply interest and charges this may be calculated on the full outstanding amount rather than taking into account any payments held by Us still awaiting disbursement.
- 6.10. We are unable to make the Monthly Repayments to your Creditors if We do not have sufficient information about your accounts with your Creditors. We will contact You to obtain this information.
- 6.11. If We are unable for any reason to pay to You any money that We are holding for You in our own or client account (whether your account with Us has become inactive or otherwise), We will send You a written request for your instructions as to payment. Where We receive no response due to a change of address which has not been communicated by You to Us, We will use reasonable efforts to communicate with You to receive payment instructions. If after 12 months following the most recent payment of the Monthly Payment by You We do not have instructions from You as to payment of any amount We are holding for You, We may transfer any such amount among those of your Creditors that have been identified to Us.
- 6.12. If We receive a returned payment from one of your Creditors but We cannot identify that it is your payment from the details provided, We will use reasonable efforts with the Creditor to identify the intended payee.
- 6.13. 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.

7. What We will not do

- 7.1. We will not lend You any monies for the purpose of debt consolidation.
- 7.2. 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.
- 7.3. 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.
- 7.4. Whilst We try to agree a revised payment with your Creditors, 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.
- 7.5. We are not able to give You any legal advice.
- 7.6. 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.

8. What You must do

- 8.1. 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. 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.
- 8.2. 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.
- 8.3. Throughout the term, You must:
 - 8.3.1. provide reasonable co-operation to Us to allow Us to provide our services to You 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);
 - 8.3.2. not apply for or take out further credit or incur further debts, unless it relates to your normal living expenses;
 - 8.3.3. make the agreed Monthly Payments to Us (unless We give our prior written consent that You may miss a Monthly Payment);
 - 8.3.4. tell Us as soon as possible if your correspondence address, email address or phone number changes;
 - 8.3.5. 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;
 - 8.3.6. 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; and
 - 8.3.7. 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.
- 8.4. Sometimes a Creditor may not provide Us with balances of your accounts with them and if this happens You will obtain these balances for Us and provide them to Us.
- 8.5. You remain responsible for continuing to pay any secured loans, mortgages or hire purchase agreements, household bills and other debts that do not form part of your Debt Management Plan. Please note that all of your debts remain your responsibility at all times.

9. How this Agreement may be changed

- 9.1. 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.
- 9.2. 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.
- 9.3. We may make any changes to the Agreement under paragraphs 9.1 and 9.2 where We have a valid reason(s) to do so, which may be one or more of the following:
 - 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.
- 9.4. Where We make any change under paragraphs 9.1 or 9.2 the change will be proportionate to the underlying reason for the change.
- 9.5. We may also make a change to the Agreement under paragraphs 9.1 or 9.2 for any other valid reason that applies and is not described in paragraph 9.3. We will always give You Personal Notice of any such change and notify You that the change has been under this paragraph 9.5.
- 9.6. When We give You notice of a change We intend to make in accordance with paragraphs 9.1 to 9.5, 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.
- 9.7. 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 9.6 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.

10. How You can terminate this Agreement

- 10.1. You have the right to cancel this Agreement as stated in paragraph 3.
- 10.2. You may also terminate this 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 5.1.2. In the event of termination under this paragraph 10.2, We reserve the right to retain any Fees paid by You to Us.
- 10.3. 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). If You cancel under this paragraph 10.3, You will not have to pay Us any further Fees or charges in respect of the period following the date of cancellation, however You must pay (and We are entitled to retain) any Fees payable in respect of the period prior to the date of cancellation. We will refund to You any monies received from You in Cleared Funds that have not been distributed to your Creditors at the date of cancellation.
- 10.4. 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, 9.6 and 10.1 to 10.3 inclusive.

11. How We can terminate this Agreement

- 11.1. We can terminate this Agreement at any time by giving You Personal Notice (by post or email) in any of the following circumstances:
 - 11.1.1. You fail to make two successive Monthly Payments;
 - 11.1.2. You seriously breach the terms of the Agreement (which could be a breach of any of your obligations under paragraph 8, including 8.3.1);

- 11.1.3. You persistently make minor breaches of the terms of the Agreement (which could be a breach of any of your obligations under paragraph 8, including 8.3.1);
- 11.1.4. 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;
- 11.1.5. the information provided by You at the time of acquiring a loan is deemed incorrect or fraudulent by any Creditor;
- 11.1.6. 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
- 11.1.7. We consider at any time that your Debt Management Plan 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.

12. Effect of terminating this Agreement

- 12.1. Upon the Agreement ending:
 - 12.1.1. all of the duties and obligations between You and Us will cease (other than your obligation to pay Fees relating to the period of the Agreement as set out in the Agreement);
 - 12.1.2. 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; and
 - 12.1.3. any monies which We are holding for You will be automatically paid to You upon termination of the Agreement, subject to paragraphs 6.6 and 6.9 to 6.12 inclusive.
- 12.2. In the event that your DMP is terminated, We recommend that You seek advice in relation to your financial position from:
 - 12.2.1. if you are resident in England – the Money Advice Service by telephoning them on 0800 138 7777 or visiting their website at www.moneyadviceservice.org.uk or
 - 12.2.2. if you are resident in Scotland – Money Advice Scotland by telephoning them on 0141 572 0237 or visiting their website at www.moneyadvicescotland.org.uk.

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 13.4;
 - 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 Debt Management Plan. Your personal information will be used for:
 - 13.3.1. The Debt Management Plan;
 - 13.3.2. Carrying out negotiations with your Creditors for You; and
 - 13.3.3. Updating You regarding your Debt Management Plan.
- 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. 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 operating 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 all 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 without your explicit consent.
- 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 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

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.

If you do refer your complaint to the Financial Ombudsman Service you must do so within six months of the date of our final response to you. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Financial Ombudsman Service believes that the delay was as a result of exceptional circumstances.

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, Exchange Tower, London, E14 9SR

Phone: 0800 023 4567

Website: www.financial-ombudsman.org.uk