

Curtis Faraday Limited – Terms and Conditions

Definition of Terms

“**Agreement**” means the Agreement between you and us subject to these terms and conditions.

“**Cleared Funds**” means

- i. Any cash, postal orders or banker's drafts made payable to us which we have received from you.
- ii. Any monies which we have received into our bank account or Client Account from you by electronic transfer and which have not been returned unpaid within four working days and/or.
- iii. Any cheques we have received from you which have not been returned unpaid within seven working days.

“**Client Account**” means the account where any monies held on behalf of our clients are kept which is not used for the purpose of our own business.

“**Client Authority Form**” means the form enclosed with these Terms and Conditions which we ask you to sign to give us authority to make contact with all your creditors and to act on your behalf.

“**Creditors**” means all of the people or businesses you have told us that you owe money to and who are included in your Payment Program.

“**Fees**” means the Initial Fee and the Monthly Fee.

“**Initial Fee**” means your first monthly payment including an administration fee which is paid by you to us as an Initial Fee for our Services and which is not used to pay your Creditors. This fee is not refundable in the event that you cancel your plan with us.

“**Monthly Fee**” means the Monthly Fee payable for our Services. This is an amount equal to 15% of your monthly payment, subject to a minimum of £25.

This amount is written into your payment plan thus you do not have to pay it separately.

“**Monthly Payment**” means the total amount which is paid every month by you to us throughout the Payment Program apart from your first monthly payment which is the Initial Fee. The Monthly Payment shall be made up of the monthly amount to be paid to your Creditors and the Monthly Fee and any other payments as instructed or agreed with you.

“**Monthly Repayment**” means the part of the Monthly Payment to be paid by us on your behalf to your Creditors.

“**Payment Program**” means the program of Monthly Payments by which you repay your Creditors through us and pay for our Services prepared by us based upon the information provided by you, as revised from time to time.

“**Services**” means the Services that we agree to provide you with under this Agreement.

“**Term**” means the period running from the start of this Agreement as explained in clause 1.2 until we stop providing you with Services.

“**Terms of Business**” means these Terms and conditions of business.

“**Us**” and “**We**” means Curtis Faraday Limited whose Registered Office is 7 Park Street, Manchester, M3 1EU and whose Company Registration Number is 06575396 or anyone to whom we transfer our obligations or rights under this Agreement.

“**You**” means you, the person entering this Agreement named in the Payment Program

1. Appointment and Term

- 1.1. You appoint us and we agree to act on your behalf as debt counsellors and debt adjusters and to provide the Services in this Agreement.
- 1.2. This Agreement will start when you confirm your acceptance of these Terms of Business either by telephone or by returning the completed Client Authority Form or if earlier the day when we receive the Initial Fee from you in Cleared Funds
- 1.3. This Agreement will continue for the Term unless ended earlier by you as set out in clause 1.4 and clause 7 or by us as set out in clause 8.
- 1.4. You have a right to cancel the Agreement at any time in the first 14 days of the Term. Days include Saturdays, Sundays and Public Holidays. You can cancel the Agreement by writing to us at our Registered Office.

2. What We Will Do

- 2.1. Based upon information provided by you to us we will review your income, outgoings and living expenses and prepare and issue to you a draft Payment Program in respect of those types of debt which do not fall within the exclusions set out in clause 5.2 below
- 2.2. Once the Agreement starts we will notify your Creditors of our involvement and will attempt to agree with them revised payment terms on your behalf. We will endeavour to reduce your Monthly Repayment amounts payable to your Creditors, not to charge interest and to suspend or withdraw any recovery or similar proceedings.
- 2.3. Following receipt of the Initial Fee in Cleared Funds we will prepare and issue a Payment Program normally within 28 days. This may vary from the initial draft program depending upon the accuracy of the information you originally provided to us and our discussions with your Creditors.
- 2.4. If your circumstances change and you are unable to meet the monthly payment we will attempt to re-negotiate the Payment Program with your Creditors. We will in any event periodically review your financial situation, normally every 12 months or earlier if your Creditors insist and we will issue a revised Payment Program to your Creditors if this is appropriate.
- 2.5. We shall provide to you each month a statement listing your Creditors, the status of any negotiations with them, the Monthly Repayments made to them and the Fees we have charged you.
- 2.6. We shall keep you informed of all material communications between your Creditors and us and we will deal with all communications from your Creditors appropriately and promptly.

3. What You Will Pay

- 3.1. You will pay us the Initial Fee, the Monthly Fee and the Monthly Repayments and other Fees agreed between you and us for any additional Services.
- 3.2. You will continue with all payments until such time as the Creditors have been paid in full and all Fees paid in full.

4. How We Handle Your Money

- 4.1. All payments that we receive from you in Cleared Funds will be paid directly into our Client Account. The only payments to be paid from our Client Account are:
 - 4.1.1. Payment of our Fees.
 - 4.1.2. Payment of the Monthly Repayments to your Creditors in accordance with the Payment Program.
 - 4.1.3. Any other payments as instructed or agreed with you.
- 4.2. We will distribute the Monthly Repayments amongst your Creditors in accordance with the Payment Program normally within 5 working days of receipt of Cleared Funds.

5. What We Will Not Do

- 5.1. We cannot lend you any money or offer you any credit facilities
- 5.2. We will not usually provide the Services in relation to secured credit (such as but not limited to Hire Purchase Agreements, secured loans and mortgages), rent including rent arrears for a current property, utility bill payments including arrears if you are still using the services, council tax payments and arrears, tax, VAT and other similar debts.
- 5.3. We are not solicitors and cannot give you any legal advice.
- 5.4. We will not arrange for anybody to attend any court hearing on your behalf unless we expressly agree with you to do so and if so we will charge you an additional fee as agreed with you in advance of any court hearing. Such additional fee is payable in advance of the court hearing.
- 5.5. Whilst we will attempt to agree revised payment terms with your Creditors in accordance with clause 2, we cannot stop your Creditors from continuing to charge you interest and other charges or from continuing with or bringing future recovery action or proceedings against you.

6. What You Will Do

- 6.1. You will provide us with full, accurate and truthful details of your net income, outgoings, Creditors and dependents. You will provide us with full details of any court action or proceedings, whether actual or threatened. You will provide us with actual documents or copies thereof where possible.
- 6.2. You will make the agreed Monthly Payment to us in accordance with the Payment Program.
- 6.3. You will allow us to negotiate on your behalf with your Creditors.
- 6.4. You will send us originals or copies of all correspondence you receive from your Creditors. Any such correspondence will be scanned and stored by us as an electronic image. Correspondence will not be returned to you unless an agreement is reached prior to posting and we reserve the right to levy an additional fee for this service.
- 6.5. During the Term you must not make payments directly to your Creditors unless you notify us in advance and we agree to the payment being made.
- 6.6. You will tell us if your circumstances change so that you are or will become unable to maintain the Monthly Payment. You will tell us if there has been an improvement in your financial circumstances and if so you will increase your level of Monthly Payment. We will require two weeks notice from you to make any amendments to any standing order/direct debit arrangements you make for payment of the Monthly Payment to us.
- 6.7. During the Term you will not incur any further debts, whether on a credit agreement or otherwise.
- 6.8. If you open a new bank account you will comply with the account conditions.

7. How You May End This Agreement

- 7.1. You may end this Agreement under the terms of clause 1.4.
- 7.2. You may end this Agreement at any time by giving us two weeks written notice. We reserve the right to retain the Initial Fee and any Monthly Fees which have accrued.

8. **How We May End This Agreement**
 - 8.1. We may end this Agreement at any time by giving you two weeks written notice upon the occurrence of any or all of the following events
 - 8.1.1. You fail to make two successive monthly payments
 - 8.1.2. You are in breach of any of the Terms of Business
 - 8.1.3. You become bankrupt, file a bankruptcy petition in court, make an arrangement or composition with your Creditors generally or make an application to a court of competent jurisdiction for protection from your Creditors generally
9. **When This Agreement Ends**
 - 9.1. When this Agreement ends our duties and obligations under this Agreement will cease.
 - 9.2. Your liability to your Creditors will continue to the extent that any amounts that remain outstanding to your Creditors after payments made by us to them remain your responsibility.
10. **Personal Information**
 - 10.1. We agree to keep all information received from or about you. We will not pass on your information to anyone else without your permission except in line with section 11 below or to such of your Creditors as is necessary in order for us to negotiate repayments with such Creditors including Creditors who may process your data outside the European Economic Area (EEA).
 - 10.2. If you have opted to receive information from us by text messaging or e-mail you are responsible for the security of your mobile telephone or personal computer and must take all reasonable precautions to prevent anyone else accessing your information including using all security features available on your mobile telephone or personal computer and for informing us immediately if your mobile telephone or personal computer is lost, your number or e-mail address changes or if you suspect someone may have access to the information we send you.
11. **Data Protection Statement**
 - 11.1. Please read this statement carefully as it explains what personal information we collect about you and how we use this information.
 - 11.2. We collect personal information about you, both directly from you when you apply for our Services and from your Creditors as authorised by your Client Authority Form. We may also collect further information as a result of managing your Payment Program.
 - 11.3. We will use your personal information to provide our Services to you and in particular to:
 - 11.3.1. Prepare and issue to you or your Payment Program.
 - 11.3.2. Negotiate with your Creditors on your behalf.
 - 11.3.3. Keep you informed about your Payment Program and our Services.
 - 11.4. Subject to clause 11.5 we may also use your personal information to contact you to provide you with details of other products and services which we think may be of benefit to you including those offered by selected third parties. We may share personal information with these selected third parties and they may contact you directly to provide you with details of such products and services.
 - 11.5. You may tell us if you do not want us to use or disclose your personal information as set out in clause 11.4 above or if you wish us to amend the way we communicate with you.
 - 11.6. Other than as set out above we will only disclose your personal information to the extent required by law, court order or as requested by other government or law enforcement authority or to any company or other entity to whom we either transfer or subcontract any or all of our obligations to you under this Agreement.
 - 11.7. You may contact us in writing at any time to The Data Protection Officer at our address above for further information or if you want to request a copy of the personal information which we hold about you or to ask us to amend any inaccurate information held by us. If you request a copy of the personal information which we hold about you we will charge you a fee of £10.
 - 11.8. Please note that we may record and monitor calls made to us.
12. **Other Terms**
 - 12.1. All Fees are exclusive of any applicable Value Added Tax (VAT) or other relevant taxes in force from time to time.
 - 12.2. We may transfer our rights and obligations under this Agreement by giving you written notice of such transfer.
 - 12.3. All notices sent under the terms of this Agreement shall be valid if sent by second class post.
 - 12.4. These terms and conditions set out the entire Agreement and understanding between you and us and supersedes all prior agreements, understandings or arrangements (whether oral or written) relating to the provision of the Services.
 - 12.5. 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.
 - 12.6. We shall not be deemed to be in breach of this Agreement or otherwise liable to you if we are prevented or hindered from performing our obligations under this Agreement by reason of any event beyond our reasonable control.
 - 12.7. This Agreement is governed by English law.