

1 DEBT MANAGEMENT PLAN TERMS AND CONDITIONS

The terms of this agreement are set out in the following terms and conditions. These are important. You should read them carefully to make sure you're happy with them. If there is anything you do not understand you should seek advice.

The agreement between you and us is made on the following terms and conditions.

1.1 Definition of Terms

- 1.1.1 'Agreement' means the agreement between You and Us made in these Terms and Conditions of Business.
- 'Setup Fee' We do not charge a setup fee for our debt management service.
- 'Client Account' means the account where any monies held on behalf of our clients are kept and which is not used for the purpose of our own business.
- 'Cleared Funds' means (i) any 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 Client Account from You by electronic transfer (such as by standing order or bank giro credit transfer) and which have not been returned unpaid within four working days, and/or (iii) any cheques which We have received from You which have not been returned unpaid within seven working days.
- 'Creditors' any and all of your unsecured creditors whose details You will provide to Us in accordance with section 1.3.
- 'Debt Management Plan (DMP)' is a plan of repayments produced by Us in accordance with section 1.4.1.2.
- 'Fees' the fees to be paid by You to Us in accordance with the DMP.
- 'Free Services' refers to information about managing your money available from the Money Advice Service, information from the Citizens Advice Bureau and the guide 'In Debt, Dealing with Creditors' available from the Insolvency Service.
- 'Monthly Contribution' means the total amount which is paid every month by You to Us throughout the DMP. This is made up of the Monthly Repayment to be made to your Creditors, and our Monthly Management Fee and any other payments as instructed or agreed with You.
- 'Monthly Management Fee' A Monthly Management Fee is payable for our services. This Fee is included within your Monthly Contribution. For the prevailing Monthly Management Fees and examples, please see "Income and expenditure details for Fees".
- 'Monthly Repayment' means the part of the Monthly Contribution to be paid by Us on your behalf to your Creditors.
- 'Period' the period during which the DMP is in operation.
- 'Us' and 'We' means Curtis Faraday Limited whose registered office is 7 Park Street, Manchester M3 1EU. Authorised and regulated by the Financial Conduct Authority 662089. Data Protection Registration Number Z1395326.
- 'You' our client, whose name is recorded overleaf (and partner where any of the debts are in joint names).

1.2 Agreement

- 1.2.1 You request and We agree to provide You with a debt counselling advisory and adjusting service in accordance with these terms and conditions. You authorise Us to negotiate on your behalf with your creditors. This Agreement shall continue until your final Monthly Contribution is made in accordance with the DMP, unless it should have been terminated beforehand in accordance with section 1.6.

1.3 Your Responsibilities

- 1.3.1 You will provide to Us on request information relating to your finances. This will include but will not be limited to details of your income and expenditure, your Creditors and any agreements You have with them, any loans or mortgages You have, your dependants and any judgements made against You or any other enforcement action being taken against You.
- 1.3.2 You will sign any necessary forms of authority or any other documents so that We may negotiate with your Creditors on your behalf.
- 1.3.3 You will pass copies of all correspondence from your Creditors to Us and keep Us informed of any dealings You have with any Creditors, whether We are negotiating with them or not. Once the DMP has been agreed, You will not make any expenditure over and above your reasonable living expenses as calculated in the DMP. You will not use your credit cards nor incur further debts.
- 1.3.4 You will consult with Us in relation to your DMP repayments in relation to any alterations to it or reviews of it. Your payments to Us will need to be amended to reflect any reasonable changes which your circumstances dictate. You will make payments to Us in accordance with the DMP promptly and without any deductions.
- 1.3.5 On occasion your Creditors may not provide Us with balances of your accounts due to their own company procedures. If these circumstances arise then You will obtain this information for Us and supply Us accordingly.
- 1.3.6 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, HP agreement, credit card or any other form of credit.
- 1.3.7 Non contact from You will not be considered cancellation of the agreement. If any funds are owing to You then written confirmation will be required to release funds owing to You in accordance with section 1.6 of this agreement.
- 1.3.8 If You do not maintain regular payments We will suspend any action and payments on your account. Your Creditors may have to be informed that payments are not being maintained. This may result in your Creditors continuing legal action against You for which We cannot be held responsible.
- 1.3.9 You remain responsible for continuing to pay any secured loans, mortgages or Hire Purchase agreements and all household bills (including insurances).

1.4 Our Responsibilities

- 1.4.1 We will review your finances, covering your income, expenditure, debts, and assets. These must include all debts secured on property or goods, which We will take into consideration but cannot negotiate reduced payments on. We will calculate your disposable income, based on reasonable living expenses.
- 1.4.2 In consultation with You We will produce a DMP by which You can pay off your creditors out of your disposable income at rates You can afford. The DMP will let You make monthly payments to Us and will take account of your Creditors and our Fees. It will not take account of any matters You have not told Us about in accordance with section 1.3. It will also take account of the differing requirements of your different Creditors, if there are more than one.
- 1.4.3 We will negotiate with your Creditors and attempt to agree repayment terms with them for the amounts outstanding. In doing so We shall use the DMP and We shall ensure that the periodic payments that We agree with your Creditors on your behalf do not exceed your disposable income (less our fee) as calculated by Us for the same period.
- 1.4.4 We shall attempt to agree with your Creditors, where appropriate, that they freeze or reduce their interest charges and that they

suspend or withdraw enforcement proceedings issued in connection with your agreements with them. In rare instances County Court proceedings may still be actioned against you. In these cases We will assist in completion of all relevant paperwork as required. We cannot guarantee to stop legal action by your creditors.

- 1.4.5 We will distribute the Monthly Repayments amongst your Creditors in accordance with the DMP within 5 working days of receipt of the Monthly Contribution from You in Cleared Funds.
- 1.4.6 The payments made to your Creditors will be reflected on the statements You will receive from them. A full break down of payments We have made can be obtained upon request. In addition We will issue monthly statements showing all payments and receipts on your account.
- 1.4.7 Should your circumstances or any other relevant matter change during the Period, We shall, in consultation with You and your Creditors, review the DMP and if necessary will make changes to it in agreement with You and with any Creditors concerned.
- 1.4.8 From time to time your Creditors will request an update of your financial situation. We will contact You to review your current financial circumstances and update your DMP accordingly. To aid this process We request that payslips are regularly forwarded to Us for review.
- 1.4.9 All payments to Us will be made into our Curtis Faraday Ltd client account. This account is separate to our own business accounts and funds held for distribution to your creditors will be retained for that purpose only. No interest will be payable to You or Us on funds that We hold. At all times funds held for distribution to your Creditors will be classed as client monies.
- 1.4.10 During the negotiation process some creditors may continue to charge interest and other recovery charges. We cannot always prevent these charges being levied. These will however be paid off as part of your DMP.
- 1.4.11 We can only provide advice on the services that We offer.

1.5 How We will be Paid

- 1.5.1 All Contribution Payments that We receive from You in Cleared Funds will be paid directly into our Client Account. The only payments which We will 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 Contribution.
- 1.5.2 From month 1 We will take the agreed management fee (15% of monthly contribution or a minimum £25) for the remainder of your Debt Management Plan, the remainder of the monthly contribution will be evenly distributed to your creditors.
- 1.5.3 If this Agreement is ended in accordance with section 1.6, We will return any undistributed funds after having deducted the above fees and You will not have to pay Us any more money. This will be made within 30 days of receiving written confirmation in order to allow Us time to process all receipts and payments on your account.
- 1.5.4 In the case of weekly payments, four and a third times the weekly payment will equate to one monthly payment.
- 1.5.5 On receiving your first payment to Us We will issue an estimated fees schedule to You. This will be based on your estimated creditor balances. This will also include an estimated repayment term based on the assumption that interest and charges will be frozen on these accounts.
- 1.5.6 On receiving actual balances from your creditors an Actual Fees Schedule will be issued to you. Our monthly management fees will then be fixed at the amount shown. This will also show the estimated term of your DMP based on interest and charges being frozen. Where Creditors continue to charge interest or charges this term will be extended which will increase the total Fees payable.

1.6 Termination of Agreement

- 1.6.1 On receipt of your first monthly Fee We will issue to You a key features document and estimated fees schedule. If for any reason You wish to cancel We offer a fourteen day cooling-off period from the date of the actual fee schedule in which We offer a full refund of any fees which We have taken.
- 1.6.2 After the fourteen day cooling off period You may end this agreement by giving Us four weeks notice in writing.
- 1.6.3 If We fail to provide Our service with reasonable care or skill as set out in to section 1.4 or have made higher than expected claims in regards to Our advertising You may terminate this Agreement.
- 1.6.4 If You or We cancel or end this Agreement it is your responsibility to cancel the standing order set up with your bank to service your DMP.
- 1.6.5 We may end this Agreement by giving You four weeks notice in writing if any one of the following things happens:
 - 1. You breach this Agreement and do not remedy the breach within seven days of our bringing the breach to your attention;
 - 2. A bankruptcy petition is issued against you;
 - 3. You enter into an Individual Voluntary Arrangement / Trust Deed;
 - 4. Where the information provided to Us is knowingly incorrect;
 - 5. The information provided by You at the time of acquiring a loan (HP agreement, credit cards or any other form of credit) is deemed incorrect or fraudulent by any creditor; or
 - 6. If We are affected by Force Majeure.

1.7 Data Protection Statement

- 1.7.1 Please read this statement carefully as it explains what personal information We collect about You and how We use this information.
- 1.7.2 We collect personal information about You both directly from You when You apply for our Services and from your Creditors as authorised by your Authority to Act Form. We may also collect further information as a result of managing your DMP.
- 1.7.3 We will use your personal information to provide our Services to You, and in particular to:
 - (i) prepare and issue to You your Debt Management Plan,
 - (ii) negotiate with your Creditors on your behalf; and
 - (iii) keep You informed about your DMP and our Services.
- 1.7.4 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 interest 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.
- 1.7.5 You should inform Us in writing if You do not want Us to use or disclose your personal information or if You wish to amend the way We communicate with You.
- 1.7.6 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.
- 1.7.7 You may contact Us by writing at any time to the Data Protection Officer at our address given below 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.
- 1.7.8 Please note that We may record and monitor your telephone calls to help Us improve our services.

1.8 Other Terms

- 1.8.1 We may transfer our rights and obligations under this Agreement by giving You written notice of such transfer.
- 1.8.2 This Agreement sets 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 DMP.
- 1.8.3 You acknowledge that You have entered into this Agreement in reliance only on the representations, warranties and promises specially 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.
- 1.8.4 You acknowledge that We have made you aware of Free Services available in accordance with the FCA regulations and still wish to proceed with a Fee charging service provider.
- 1.8.5 We shall not be deemed 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.
- 1.8.6 This agreement is governed by English law.

1.9 Complaints Procedure

- 1.9.1 At Curtis Faraday Ltd, We do everything We can to make sure our clients get the best possible service. We adhere to the Financial Conduct Authority complaints guidelines and are committed to 100% customer satisfaction. Your Account Manager is there to help You run your DMP and can resolve the majority of your queries. However, if You are not happy with our service, we'd like to hear about it. That way, We can do something to put it right as soon as We can. If You wish to contact Us please do so in writing to: The Compliance Manager, Curtis Faraday Ltd, 7 Park Street, Manchester M3 1EU . If You are dissatisfied with any decision We make as a result of your complaint You can also refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR