

The Debt Advice Service -Terms and Conditions

1. Definition of terms

'We, us' means The Debt Advice Service which is a trading name of Pacific Financial Solutions Limited (or anyone to whom we transfer, subcontract or assign our rights and obligations under this agreement). 'You' means the person or people whose names are listed in the information Pack.

'Disposable income' means the amount of money you have available to repay to your lenders each month having taken account of your income, your reasonable living expenses and any other necessary financial commitments, including payments to secured lenders. This is calculated from the financial information that you provided to us in the application process.

'Insolvency Practitioner' means the licensed insolvency practitioner we introduce you to in line with clause 3a.

'PTD Advisory Service' means the services we provide to you in connection with your debts as further defined in clause 3.

'Lenders' means all the organisations or people, or both; you have told us you owe money to and who are referred to in the Client Information Form 2. Agreement

2a. You have asked us, and we have agreed to introduce you to an insolvency practitioner.

2b. This agreement between you and us will commence on the date you return the Client Information Form. Once we have received your signed copy of the Client Information Form, the Service will begin at that time. However, pursuant to clause 8 this agreement may be cancelled by you or us.

2c. We do not have to provide the PTD Advisory Service to you unless; you have signed and returned a copy of the Client Information Form and returned the required supporting documentation.

3. What we do

3a. We will assemble all the information you provide into a financial review and determine the most appropriate solution for your particular needs. There are restrictions on what expenditure is usually permitted when you are on a PTD. We will discuss all the relevant options with you and deal with any concerns you may have regarding the PTD process. We will then introduce your case to the insolvency practitioner that best suits your circumstances. Once introduced to the insolvency practitioner, your case will be progressed by him/her and he/she will liaise with you and your lenders as relevant in order to prepare your PTD proposal.

3b. We will ask you to pass to us (or to any person/company/ insolvency practitioner that we nominate) copies of all correspondence you have received from your lenders and to let us know about any dealings you may have with these lenders. Using this information, your insolvency practitioner will work on your behalf.

3c. Your lenders may not approve the PTD. If, for whatever reason, you do not enter into a Protected Trust Deed, we may refer other services to you.

4. What we do not do

4a. We do not lend you money or give you any credit facilities. agreement are set out in

4b. We do not give you legal advice.

4c. We do not issue payments to your lenders as part of the PTD Advisory Service.

4d. We do not give you advice on how to, or contact your lenders in order to: restructure your debts; or change your debt repayments; or settle your debts early.

5. What you will do

5a. You agree to co-operate fully with us and follow our reasonable instructions so that we can provide the PTD Advisory Service to you.

5b. You agree to refrain from taking out or procuring the advance of further credit from whatever source, or entering into any kind of credit agreement.

5c. You agree to sign any necessary forms of authority so that we may carry out our obligations under this agreement.

5d. You will promptly supply us with copies of all correspondence you have received from your lenders and let us know about any direct dealings you may have with your lenders if requested to do so.

5e. So that we may inform the insolvency practitioner on your behalf, you will provide us with any information which we may legitimately request relating to your finances or personal circumstances. 5f. You will endeavour to ensure that all information you provide to us is, to the best of your knowledge, accurate and not misleading. Such information will include, but will not be limited to details of your income and expenses, the number of dependants together with details of any assets you own; details of your lenders including any mortgages or secured loans you have; information of any judgments made or pending against you; and any other enforcement action.

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5g. You agree not to ignore correspondence or any other communications from your lenders or any person acting on behalf of a lender.

5h. Though you should not ignore lender correspondence you agree not to act in such a way as to prevent us from fulfilling our obligations under this agreement. You must make sure that you continue to make your usual payments in full towards any mortgage or other secured loans, rent, utility bills, council tax payments, court fines, income tax and child support payments. However, we will take these payments into account when we work out your disposable income.

5i. You must inform us as soon as reasonably practicable about any changes in your finances or personal circumstances as this may impact on your disposable income and the viability of a PTD Proposal.

5j. By signing the Client Information Form, you authorise us to liaise and exchange personal information with the insolvency practitioner introduced by us so that we may provide the PTD Advisory Service to you.

5k. So that we may properly instruct the insolvency practitioner on your behalf, we may need to contact your lenders in order to obtain further information about you. By signing the Client Information Form, you authorise us to contact your lenders or their authorised agents in order to obtain this information.

5l. You agree to provide us with the necessary information and documentation to enable us to ensure that our know your client / Anti-Money Laundering verification requirements are met. We take no responsibility for any delay in providing you with our service where such verification remains outstanding.

5m. You accept that, unless you continue to make payments to your lenders, prior to your PTD being accepted by your lenders, that you may fall behind (or further behind) with your lenders. Unless your lenders agree to reduce or freeze interest and other charges, this will lead to an increase in the total amount owed. You acknowledge that whilst we will refer you to an Insolvency Practitioner, in a PTD, lenders that hold at least 75% of the debt by value must agree to the terms of a PTD before it is accepted. Only unsecured debts within the PTD may be written off at the end of the period and that those not included will remain outstanding.

5n. If you are a homeowner you may be required to remortgage your property in the final year of your PTD, if an equity release is requested for the lenders benefit. A remortgage may attract a higher interest rate. Where the homeowner is unable to remortgage the PTD can be extended for up to 12 months. A PTD is a legally binding agreement and failure to comply with the terms of the PTD will

lead to you being liable for the costs and balance of the debt and may also lead to Bankruptcy. The PTD will be visible on your credit file and stays on your credit report for 6 years from the date the PTD began.

5o. Based solely on the initial information you have provided to us, we will calculate the estimated monthly contribution you will be expected to pay towards your PTD. This figure may change if you later provide us or the insolvency practitioner with more detailed information about your financial circumstances which affects the accuracy of information you have already provided to us and / or following agreement with the insolvency practitioner. You acknowledge that the provision of materially inaccurate or misleading information may lead to your PTD Proposal being rejected.

What if I change my mind after I have signed the Client Information Form?

5p. Under the Financial Services (Distance Marketing) Regulations 2004, you have a 'cooling-off' period. During the period of 14 calendar days beginning on the day after we receive from the date you return the signed Client Information Form to us, you may cancel the PTD Advisory Service by sending written notice to The Debt Advice Service Ltd, Mills Hill Works, Corbrook Road, Chadderton, OL9 9SD or by notifying us verbally on 01706404143. This agreement will then be at an end.

5q. You may also end this agreement at any time and for any reason, prior to your case being transferred to our preferred Insolvency Practitioner. **6. Fees and costs**

The Debt Advice Service will not charge you a fee for the PTD Advisory Service but may receive commission from our preferred Insolvency Practitioner upon transferring your case to them.

7. Our responsibility

7a. We will provide the PTD Advisory Service with reasonable care and skill, but we cannot guarantee the result of the PTD Advisory Service or guarantee that a PTD proposal, as put forward by your insolvency practitioner will be accepted by your creditors. The insolvency practitioner's professional advice will be independent of us at all times and as such we do not accept responsibility for anything your insolvency practitioner does or fails to do.

7b. In any case, we will not be responsible for any delay which happens for reasons beyond our reasonable control.

8. How this agreement comes to an end

8a. Subject to clause 5p and 5q, this agreement may be terminated by you or us at any time by

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giving two weeks written notice. Furthermore, we may terminate this agreement with immediate effect;

1. If you fail in any important way to do what you agree to do in clause 5 within fourteen days of us telling you about it.
2. If the information you have given us is in any material way incorrect, fraudulent or otherwise misleading.
3. If we cannot perform our obligations under this agreement because of something beyond our reasonable control. In this case, we will do everything we reasonably can to let you know as soon as possible.
4. You do or fail to do something which in our reasonable opinion could damage our reputation or that of your insolvency practitioner or otherwise bring us or your insolvency practitioner into disrepute.
5. In any event this agreement will come to an end when the insolvency practitioner has accepted your case to be put forward to your lenders.

9. Other information

9a. When you apply for our PTD Advisory Service, you will provide us ("Personal Information"). Any information you give to us will be lenders, your insolvency practitioner and such third parties as are required to know it for the purposes of performing our obligations under this agreement. We will not pass this information to anyone else without your express permission except in accordance with our data protection statement.

9b. If at any time you are not happy with the PTD Advisory Service the business area you usually deal with in order to explain your concerns. If you want to write to us, please send your concerns to: Compliance Department, The Debt Advice Service Ltd, Mills Hill Works, Corbrook Road, Chadderton, OL9 9SD. A copy of our Internal Complaints Procedure is also available upon request from the contact details given above. If using our Internal Complaints does not resolve the matter to your satisfaction, you may refer the matter to the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR or visit the website <http://www.financialombudsman.org.uk> or email complaint.info@financialombudsman.org.uk. Please note that should you have any issues relating to the work that the insolvency practitioner undertakes, you should refer this direct to the insolvency practitioner.

9c. You should keep copies of all documents that you send to us as we carry out all our work on computerscanned document images

9d. We may subcontract any or all of our obligations under this agreement to another

person or organisation. If we do this, we will still be responsible to you under this agreement.

9e. We may transfer any or all of our rights and obligations under this agreement. If we do this, we will write to you to let you know the details.

9f. This agreement shall be governed and construed by English law and that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement.

9g. The Debt Advice Service is a trading name of Pacific Financial Solutions Ltd.

Pacific Financial Solutions Ltd is registered in England and Wales. Reg No.09404359. Authorised and regulated by the Financial Conduct Authority. Our authorisation No. 688034

10. Data protection statement

10a. We know how important it is to protect your Personal Information. Any Personal Information we hold will be subject to the appropriate legal safeguards under the Data Protection Act 1998. We will process your Personal Information in accordance with the terms and for the purposes of this agreement.

10b. We may share Personal Information within our company and with any other associated company within our group, your lenders this agreement and in accordance with the authorities given by you in the Client Information Form. We or the parties mentioned above may communicate with you by the following means (letter, telephone, fax, email or SMS text) using the contact details that you have provided. We may also transfer your data to countries outside of the European Economic Area for the purposes of providing our service to you. **10c.** We may also use your Personal Information for marketing purposes to identify and provide you (by letter, telephone, fax, email or SMS text) with details of other similar products and services which we, our associated companies, or an approved third party, deem could be of interest to you.

10d. By signing and returning the Client Information Form you will be giving consent for your details to be used as stated. You can tell us if you do not want to receive marketing information from us, an associated company or a third party by ticking the appropriate box on the Client Information Form or by writing to the address below. Otherwise, we will only disclose your Personal Information in accordance with relevant laws or regulations (including fraud prevention).

10e. You may ask us for a copy of the information we hold about you. Please note that under the Data Protection Act 1998 we may charge you a maximum fee of £10.00 for this request. You may

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also ask us to amend your personal information if it is inaccurate. Please send requests in writing to:
Data Protection Manager, to The Debt Advice Service, Mills Hill Works, Corbrook Road, Chadderton, OL9 9SD

10f. We may change our privacy policy from time to time (details of which can be found on our website. We may record and monitor calls for service quality.)