

# Moneysolve Standard Terms and Conditions for Debt Management Programmes

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

## 1. DEFINITION OF TERMS

"You"	Our client
"Us"	Moneysolve of Astute House, Wilmslow Rd, Handforth, SK9 3HP.
"Creditors"	These are your unsecured creditors.
"Debt Management Programme" (DMP)	An informal repayment plan produced by us for the management of your unsecured debts
"Period"	The time during which the Debt Management Programme is in operation.
"Fees" or "Costs"	Our charges payable by you under this agreement.
"Set up Fee"	Our charges for the first six months of your Debt Management Programme with us.
"Management Fee"	Our fee from month seven of your Debt Management Programme onwards.
"Monthly Payment"	The amount of your monthly surplus disposable income to be offered to your creditors.
"Commencement date"	The date upon which we receive the signed and completed Form of Authority and contract from you consenting to us acting for you.

## 2. THE AGREEMENT

We will provide you with debt advice and services in accordance with the terms and conditions in this contract and as set out in more detail in our Client Care Booklet which should be read in conjunction with these terms of business. You authorise us to provide your creditors with any necessary information and negotiate with your creditors on your behalf. The agreement will continue until all of your debts have been paid off in full or until the agreement is terminated by you or us.

## 3. YOUR RESPONSIBILITIES TO US

Please see paragraph 44 of our Client Care Booklet for the full details of your responsibilities to us. Breach of these responsibilities could result in the termination of your Debt Management Programme so please read these carefully.

## 4. OUR RESPONSIBILITIES TO YOU

Please see paragraph 47 of our Client Care Booklet for the full details of our responsibilities to you.

## 5. OUR FEES

### Debt Management Programme Costs & Charges

#### Administration (set up) Fees

5.1 As we will begin distribution of your monthly payment to your creditors from the first month of the programme onwards the costs we incur in setting up and managing your programme during this initial period are spread evenly over the first six months of the programme. Our administration fees are fifty percent of your first six months payments into your programme. See paragraph 9 of our Client Care Booklet.

#### Management Fees

5.2 Our management fees will be deducted from each payment that you make under the Debt Management Programme from month seven onwards at the rate of 20% per month or £30 whichever is the greater. See paragraph 10 of our Client Care Booklet

## 6. CANCELLING THIS AGREEMENT

You can cancel this agreement at any time during the first 14 days from the date of commencement. You can do this orally or in writing to us. We will refund in full any sum you have paid to us on account prior to this if you cancel within fourteen days of commencement. Please see paragraph 42 of our client care booklet.

## 7. TERMINATION OF THE AGREEMENT

You may terminate this agreement. Please see paragraph 43.2 on our Client Care Booklet. We may also terminate the agreement. Please see paragraph 43.2 of our Client Care Booklet.

## 8. OTHER ORGANISATIONS THAT MAY BE ABLE TO PROVIDE ADVICE TO YOU

There are other sources of financial advice and information. Please see paragraph 50 of our Client Care booklet.

## 9. OTHER IMPORTANT INFORMATION

10.1 We cannot guarantee that your creditors will agree to freeze interest and charges or stop legal action even if your creditors agree to accept payment under your Debt Management Programme. There is no legal requirement for your creditors to freeze interest and charges. We have no control over whether the creditors will freeze interest and charges. All we can do is ask that they do so. Please see paragraph 15 of our Client Care Booklet.

## 10. COMPLAINTS

We hope you will be very happy with the service you receive from us. If you are not, please report your complaint to us as soon as possible. A copy of our complaints procedure is available on our website and on request and is set out in paragraph 49 of our Client Care booklet. If you are unhappy at any time with any explanation we give you, you can forward your complaint to the Financial Ombudsman Service. Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, telephone number is 0300 1239123.