

Harrington Brooks (Accountants) Limited Terms and Conditions of Trading

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

1. Definition of Terms

You	Our client, whose name is recorded overleaf (and partner where any of the debts are in joint names).
Us	Harrington Brooks (Accountants) Limited. Registered Office: Sale Point, 126-150 Washway Road, Sale, Manchester M33 6AG. Licensed under Consumer Credit Licence Number 627372. Data Protection Registration Number Z6082444.
Creditors	Any and all of your unsecured creditors whose details you will provide to us in accordance with section 3.
Debt Management Programme	A plan of repayments produced by us in accordance with section 4.
Period	The period during which the Debt Management Programme is in operation.
Fees	The fees to be paid by you to us in accordance with the Debt Management Programme.

2. Agreement

2.1 You request us 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 final repayment of the Creditors is made in accordance with the Debt Management Programme, unless it should have been terminated beforehand in accordance with section 6.

3. Your responsibilities

- 3.1 You will provide to us on request with 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.
- 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 and
- 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 Debt Management Programme has been agreed, you will not make any expenditure over and above your reasonable living expenses as calculated in the Debt Management Programme. You will not use your credit cards nor incur further debts.
- 3.4 You will consult with us in relation to your Debt Management Programme of repayments and 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 under and in accordance with the Debt Management Programme promptly and without any deductions.
- 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.
- 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.
- 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 6 of this agreement.
- 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.
- 3.9 You remain responsible for continuing to pay any secured loans, mortgages or Hire Purchase agreements and all household bills (including insurances).

4. Our responsibilities

- 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.
- 4.2 In consultation with you we will produce a Debt Management Programme by which you can pay off your creditors out of your disposable income at rates you can afford. The Debt Management Programme will let you make monthly payments to us and will take account of your Creditors and of our Fees. It will not take account of any matters you have not told us about in accordance with section 3. It will also take account of the differing requirements of your different Creditors, if there is more than one.
- 4.3 We will negotiate with your Creditors and attempt to agree repayment terms with them of the amounts outstanding. In doing so we shall use the Debt Management Programme 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.
- 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.
- 4.5 The payments made to your Creditors will be reflected on the statements you will receive from them. A full breakdown of all payments we have made can be obtained on request.
- 4.6 Should your circumstances or any other relevant matter change during the Period, we shall, in consultation with you and your Creditors, review the Debt Management Programme and if necessary shall make changes to it in agreement with you and with any Creditors concerned.
- 4.7 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 Debt Management Programme accordingly. To aid this process we request that payslips are regularly forwarded to us for review.
- 4.8 All payments to us will be made into our Harrington Brooks 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 on funds that we hold. At all times funds held for distribution to your Creditors will be classed as client monies and normally distributed within five working days.
- 4.9 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 debt management programme.
- 4.10 We can only provide advice on the services that we offer.
- 4.11 The company takes any complaint regarding its practices very seriously. Any complaints should be sent in writing to the Compliance Officer who will respond to correspondence within 14 days.

5. How we will be paid

- 5.1 An Initial Fee equal to 2 months disposable income subject to a minimum of £295, will be retained from your initial payment(s) to your plan.
- 5.2 Thereafter a monthly fee equal to 17.625% of your monthly agreed disposable income will be charged, subject to a minimum fee of £35.00 and a maximum of £100.
- 5.2.1 If no payment is received from you for a period of 90 consecutive days, we will charge a further Initial Fee when you rejoin the programme and monthly fees will apply thereafter (as 5.2)
- 5.3 In the case of weekly payments, the monthly fee will be calculated by multiplying the weekly payment by 52 weeks, dividing the total annual payments due by twelve and charging 17.625% of the resultant figure subject to the minimum and maximum amounts stated in 5.2 above
- 5.4 If this agreement is ended in accordance with section 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.

6. Termination of agreement

- 6.1 On receipt of your first payment we will issue to you a key features document and estimated fees schedule. If for any reason you wish to cancel we offer a seven-day cooling-off period from the date of this letter in which we offer a full refund of any fees which we have taken.
- 6.2 After the seven-day cooling off period you may end this agreement by giving us four weeks notice in writing.
- 6.3 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.
- 6.4 We will use all reasonable endeavours to refund to you any monies that we are unable to distribute to your creditors if your account with us becomes inactive. (you stop paying your monthly payment). Where we have made reasonable endeavours to make a refund (but have been unable to do so due to a change in your address which has not been communicated to us) then after six months we reserve the right to retain any moneys outstanding on your account.
- 7 From the information you have provided to us, we are able to estimate that it will take a minimum repayment term of **XXX** for you to repay the outstanding balances to each of your creditors, and that the total fees paid to us during this term will be **£XXXX.XX**, giving a total amount payable of **£XXXX.XX**. These estimates are based upon the assumptions that you will maintain your monthly payment to us without default, that your creditors will agree to freeze all interest and charges, and that you will remain on the programme for the full term of this agreement.