

Personal Touch Debt Solutions Limited

Client Agreement

Terms used in this Agreement are interpreted as follows:

Adviser	the representative of PTDS who provides you with initial guidance in relation to the management of your debt
Appointment	the appointment of PTDS to assist you in connection with a DMP on the terms of this Agreement
Business Day	a day (not being Saturday or Sunday) on which banks are open for general business in London
DMP	your debt management plan devised to assist you in the repayment of all or part of your unsecured debt
DPA	The Data Protection Act 1998
Initial Fee	the initial fee payable by you in consideration of (1) the initial meeting with the Adviser and (2) the creation by PTDS of your DMP
Initial Financial Review	the initial review of your income and outgoings carried out with you by the Adviser
Monthly Payment	the amount identified following your Initial Financial Review as being available to apply to your DMP on a monthly basis
PTDS	Personal Touch Debt Solutions Limited (Company Number 06661454)
PTHL Group	Personal Touch Holdings Limited (Company Number 05872883)
You	the person or persons signing this Agreement (and your shall be construed accordingly)

Appointment of PTDS

On the signature by you of this Agreement (as set out below) you confirm the appointment of PTDS to assist you in connection with a DMP and to enter into negotiations with your creditors with a view to reaching agreement with those creditors regarding the repayment by you of your unsecured debt. The Appointment is effective when, having been signed by you, this Agreement is signed and dated on behalf of PTDS where indicated below. PTDS shall be under no obligation to accept the Appointment.

Your duties with regard to your DMP

You undertake to PTDS as follows:

- You provided full and honest disclosure of your financial circumstances to the Adviser when your Initial Financial Review was undertaken and you will continue to keep PTDS and/or your Adviser informed of all information relevant to your financial circumstances for the duration of the Appointment.
- On receipt of your proposed DMP you will inform PTDS if you disagree with the proposals it contains to repay your unsecured debts, in particular the level of the Monthly Payment. If no comment is received from you PTDS will assume that your DMP and the level of the Monthly Payment is acceptable to you.
- If your DMP requires you to open a new bank account you will co-operate in doing so and you will comply with any conditions relating to any such account.
- You will inform PTDS and/or your Adviser as soon as possible upon you becoming aware that you will be unable to make your Monthly Payment (whether in whole or in part).
- You will enter into whatever documentation that PTDS may require to enable PTDS to negotiate with your creditors on your behalf.
- You will complete and promptly return to PTDS the direct debit mandate in relation to your Monthly Payment and will inform PTDS immediately upon you making an amendment to the direct debit instruction relating to your Monthly Payment.

- You will forward copies of any correspondence you receive from your creditors during the Appointment to PTDS for consideration. You will inform PTDS of any payment you make directly to your creditors which are the subject of the DMP.
- During the Appointment you will use all reasonable endeavours not to incur any further debts, whether on credit or otherwise, other than those relating to your normal living expenses. You will inform PTDS as soon as reasonably practicable if any further debt is incurred.
- You have considered and accepted the “**Other Material Issues**” section of this Agreement prior to confirming the Appointment.

PTDS duties with regard to your DMP

PTDS undertakes to you as follows:

- PTDS will act only on your behalf and in your interests when negotiating and dealing with your creditors.
- PTDS will ensure that your financial matters are dealt with discreetly.
- PTDS will use all reasonable endeavours to arrange a DMP with your creditors that is appropriate to your circumstances.
- All payments received from you by PTDS will be kept in a separate designated client account.
- You will receive a statement from PTDS at quarterly intervals containing all information relevant to your DMP, including any fees that you have been charged by PTDS.

Payments by you to your DMP

- You agree to pay the Monthly Payment to PTDS to enable PTDS to make payment to your creditors pursuant to your DMP.
- PTDS will use all reasonable endeavours to make payment to your creditors pursuant to your DMP within 5 Business Days of the receipt by PTDS of your Monthly Payment. In the event that PTDS is unable to process the payments required by your DMP within these timescales PTDS will inform you and your creditors as soon as reasonably practicable of the delay. PTDS shall not be liable for any losses or expenses suffered by you due to matters outside the control of PTDS.

PTDS Fees

- The Initial Fee payable by you for the services to be provided by PTDS pursuant to the Appointment will be an amount equal to your first Monthly Payment plus the sum of £285 and will be payable by you when PTDS issues your DMP to you. You acknowledge that your first Monthly Payment will be applied to pay this initial fee rather than to meet payments under your DMP. In addition, you agree to pay £95 in addition to your Monthly Payment in months one, two and three of your DMP to pay the balance of the Initial Fee due. The Initial Fee is non refundable.
- The monthly fee payable by you for the services to be provided by PTDS pursuant to the Appointment will be an amount equal to the greater of £25 or 15% of your Monthly Payment. You acknowledge that this amount will be deducted by PTDS from your Monthly Payment prior to any sums being applied to meet payments under your DMP.

Other Material Issues

You acknowledge that prior to confirming the Appointment you have read and taken into account the following:

- Your DMP is **not legally binding on your creditors**. Furthermore **your creditors have no legal obligation to accept from you any amount less than the contractual principal debt and interest that you owe in satisfaction of your obligations**. PTDS cannot prevent your creditors from charging you interest or other charges or from continuing any current, or bringing any future, recovery proceedings against you. Consequently there is no guarantee that your DMP will be accepted by your creditors.
- A DMP is not suitable where formal bankruptcy proceedings or an Individual Voluntary Arrangement is more appropriate to your circumstances. Neither PTDS nor the Adviser can advise you in any detail in connection with any such arrangements. A referral can be effected by PTDS to an appropriately qualified professional or Citizen’s Advice Bureau (or similar organisation) on your request. Neither PTDS nor the Adviser can give you any legal advice and we will not attend any court hearing on your behalf.
- The Appointment of PTDS does not extend to PTDS assisting you with the repayment of your secured debts (for example your mortgage and other loans that may be secured on property that you own). **It is your responsibility that you continue to meet repayments in connection with your secured loans.**
- The payment of fees to PTDS will result in a lower payment to your creditors pursuant to the DMP which will increase the amount of time required to repay your debts and any interest thereon.

- The entry into by you of a DMP may impact on your credit rating which may affect your ability to obtain further credit in the short to medium term.
- The DMP has been prepared on the basis of information provided by you, you are responsible for the accuracy of this information.
- PTDS may record and monitor your calls to PTDS to monitor and help improve our service.
- This Agreement is governed by English Law.

The use of your personal information

- PTDS will keep all of your personal information private and confidential, even when you are no longer a client, except where disclosure is made at your request or with your consent or otherwise in accordance with the terms of this Agreement.
- The “Data Controller” for the purposes of the DPA is PTDS. PTDS will process your personal data to meet its obligations under this Agreement, to comply with any regulatory requirement (including any requirement or request of the Financial Ombudsman Service) and to market to you in future in accordance with this Agreement. Under the DPA you have the right to review any personal data that PTDS may store in relation to you. A small charge will be made for providing you with this data. Please write to us in the first instance outlining your request at the address set out below.
- With regard to the storage and processing of your personal data you acknowledge that PTDS will store your personal data on paper and/or computer files for (a) five years or (b) if longer than five years the duration of the relationship with you. In the course of providing you with advice in connection with the DMP and/or to ensure that the Adviser and/or PTDS each meet their respective obligations to any regulatory or investigatory body some or all of your data and confidential information may be disclosed to (a) the holders of your unsecured debt (b) regulators (such as the ICO, OFT or the Financial Ombudsman Service) (c) PTDS professional Advisers and consultants (d) PTHL or any subsidiary or affiliated company of PTHL, as and when necessary. Such information will be disclosed on a confidential basis and in accordance with the DPA to any such third parties.
- By signing this Agreement you expressly consent that PTDS, PTHL or any subsidiary or affiliated company of PTHL may make contact you without prior notice or arrangement by post, telephone (including mobile telephone and SMS communications), fax or email using the contact details you have provided to PTDS in relation to products or services that PTDS may consider to be of interest to you. You may withdraw this consent by notice in writing to PTDS at the address set out below at any time.

Your right to cancel or terminate the Appointment

- You have a right to cancel the Appointment and consequently bring this Agreement to an end at any time during the first 7 days of the Appointment, namely, the date upon which the Appointment is accepted by PTDS. In the event that you exercise your right to cancel the Appointment within such 7 day period any fees paid by you to PTDS will be refunded.
- After the expiry of the first 7 days of the Appointment at any time by giving PTDS two weeks prior written notice. PTDS shall have the right to retain all fees payable to PTDS under this Agreement up to the date of expiry of any such notice. You acknowledge that the Initial Fee is not refundable.
- If you wish to cancel or terminate the Appointment you should return the enclosed notice of cancellation to PTDS as instructed.

PTDS right to terminate the Appointment

- PTDS may cancel the Appointment and consequently bring this Agreement to an end immediately on written notice to you if either (1) you fail to pay the Initial Fee or (2) you fail to make two successive monthly payments or (3) you are otherwise in serious breach of this Agreement (or have persistently committed a series of minor breaches) or (4) you become bankrupt, file a bankruptcy petition, 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.
- In all other circumstances PTDS may cancel the Appointment and consequently bring this Agreement to an end by giving you two weeks prior written notice.

Effect of termination of the Appointment

- When the Appointment ends (1) any duties or obligations of PTDS and/or the Adviser to you under this Agreement will come to an end (2) your liability to your creditors will continue to the extent that any amounts you owe to your creditors remain outstanding over and above

Comments in relation to the PTDS Service

In the event that you have any comments in relation to the service provided to you by PTDS or the Adviser please inform PTDS in writing to:

Personal Touch Debt Solutions Limited, Trinity 3, Trinity Park, Solihull, B37 7ES

If you are not satisfied with the response you receive, then you may contact the Financial Ombudsman Service. They offer a free service and may be able to look at your complaint.

Client Agreement Acceptance

I confirm receipt of the conditions contained in this Agreement. I wish for Personal Touch Debt Solutions Ltd to act on my behalf in connection with my DMP on the terms set out in this Agreement.

Signed.....

Name (print).....

Date/...../20.....

(second client if applicable)

Signed.....

Name (print).....

Date/...../20.....

Acceptance by Personal Touch Debt Solutions Limited

Appointment accepted by(duly authorised by PTDS) on

Date...../...../20.....

Notice of the Right To Cancel the Appointment

Date/...../20.....

You have a right to cancel the Appointment if you so wish. This right can be exercised by delivering, sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time in accordance with terms and conditions of the Appointment. Two weeks' notice of cancellation is required unless you are exercising your right to "cool off" in accordance with the terms of the Appointment. Our preference is that you complete and return the form of cancellation notice set out below.

Your cancellation notice should be sent to:
Kevin Dennis
Personal Touch Debt Solutions Limited
Trinity 3
Trinity Park
Solihull
Birmingham
B37 7ES

Alternatively email: info@personaltouchdebtsolutions.co.uk Or fax: 0121 767 1085

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(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Personal Touch Debt Solutions Limited, Trinity 3, Trinity Park, Solihull, Birmingham
B37 7ES

I/We hereby give notice that I/we wish to cancel my/our contract for advice and assistance in connection with a debt management plan.

Signed.....(Applicant one)

Signed.....(Applicant two)

Name and Address.....

.....Postcode Date.....