

Please read the following terms and conditions carefully as they set out the basis of our contract with you. We will be completely transparent in our dealings with you so that you can be confident you are in safe hands. They set out our obligations to each other for the duration of our relationship and explain the details of your Financial Management Plan. If there is anything you do not understand, please contact your Personal Finance Manager who will be happy to help.

Definition of Terms

"Us" Fresh Start Financial Management Ltd, One Advice Ltd and Harrington Brooks (Accountants) Ltd

"Appointed Expert" A company appointed by Fresh Start Financial Management that specialises in providing the most appropriate solution for you. Johnson Geddes, Campbell Wallace Fraser are our current Appointed Experts.

"Agreement" means the agreement between You and Us made in accordance with these Terms of Business. "You" Our client, whose name is recorded on The Authority/Application form sent out (and partner where any of the debts are in joint names.)

"Authority/Application Form" means the form enclosed with these Terms of Business which we ask you to sign to give Us authority to contact your Creditors and to act on your behalf.

"Cleared Funds" means any monies which we have received into our Client Account from You by electronic transfer and which have not been returned unpaid within four working days.

"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.

"Creditors" means all of the people or businesses you have told Us you owe money to and who are included in your Financial Management Plan.

"Fees" means the Initial Fee and the Monthly Fee, paid by You to Us in accordance with the Financial Management program.

"Financial Management Plan" means the plan of Monthly Payments as arranged by Us with your Creditors.

"Initial Fee" means the payments retained by Us which are paid to Us as a set up fee and not paid to your Creditors. The Initial Fee is the amount agreed with the Personal Finance Manager when the Plan is agreed. (This amount may be lowered at the Company's discretion.

"Monthly Fee" means the Monthly Fee payable for our services. On a re-payment plan of £80 or more this is 17.625% of your monthly payment subject to a minimum of £35 to a maximum of £100. Re-payment plans lower than this may vary. Once on the Plan, if no payment is received from you for a period of 90 days, we reserve the right to charge an additional fee if you rejoin the Plan. Monthly Fees will then resume. If your Financial Management Plan provides four weekly payments, we will still take our Fee on a monthly basis and that Fee will be calculated in a sum equivalent to 17.625% of four and a third times the weekly payment under the Financial Management Plan.

"Monthly Payment" means the total amount (including Fees) which is paid every month by You to Us throughout the Financial Management Plan.

"Monthly Repayment" means the part of the Monthly Payment paid by Us to your Creditors.

"Services" means the Services We agree to provide You with under this Agreement.

"Term" means the period running from the start of this Agreement until We stop providing You with Services. An estimated Term of your Plan is included in the Income & Expenditure document.

1. Appointment and Term

1.1 You request Us and We agree to provide You with a debt adjusting and management service in accordance with this Agreement. You authorise Us to negotiate on your behalf with your Creditors.

1.2 This Agreement begins when You confirm your acceptance of these Terms of Business by return of the completed and signed Authority Form, or if earlier, the day We receive the Initial Fee from You in Cleared Funds, and will continue for the Term unless ended earlier by You. You will receive a 14 day cooling off period from the date of your acceptance in which You can cancel and receive a full refund.

1.3 You further authorise Us, in accordance with clause 11.1 overleaf, to transfer the administration of your plan to our parent company, Harrington Brooks(Accountants) Limited, One Advice Ltd or one of our Appointed Experts.

They will contact You with regard to their obligations and terms under a separate document.

1.4 You have the right to cancel this Agreement at any time during the first 14 days of the Term. You can do this by writing to Us at Mansion House, 3rd Floor, 173–191 Wellington Road South, Stockport SK1 3UA or by telephone on 0845 490 0580, stating that you wish to cancel. We will refund any Fees already paid to Us that are Cleared Funds.

2. Our commitment to You

2.1 We will complete a review of your income and expenditure based on the information You provide to Us and use this to draft a proposed Financial Management Plan covering your relevant debts. This plan will include a Monthly Payment which We deem affordable, an estimate of the total Fees payable by You to Us and an estimate of the Term over which the Monthly Payment must be made in order to repay your Creditors.

2.2 Upon commencement of this Agreement, We will notify your Creditors that We are acting as your representative and, on your behalf, will attempt to agree revised payment terms, i.e. reduced Monthly Repayments, with them. This may also include asking them not to charge additional interest and to either suspend or withdraw any recovery proceedings which they have taken or threatened to take against You. Creditors are not, however, obliged to agree to

freeze or reduce interest or charges at all and unless they agree to do so, repaying the debt over a long period of time will lead to an increase in the total amount to be paid to such Creditors.

2.3 Once the Initial Fee has been received in Cleared Funds, in the account managed by our parent company, Harrington Brooks (Accountants) Ltd, your finalised Financial Management Plan will be sent to You within 28 days. This will be based on discussions with your Creditors and therefore may vary from the draft Financial Management Plan issued under section 2.1.

2.4 If your circumstances change, We will endeavor to renegotiate with your Creditors and issue You a revised Financial Management Plan. Normally your plan will be reviewed every 12 months (earlier if your Creditors request) and a revised Financial Management Plan issued if appropriate.

2.5 We will provide You with an annual statement listing the Monthly Repayments made to each of your Creditors and the Fees You have paid to Us.

2.6 We will communicate with You by telephone and email where possible in order to provide You with as efficient a service as possible.

2.7 We will keep You informed of all material communications between your Creditors and Us, and We shall deal with all communications from your Creditors appropriately and promptly.

3. Services We do not offer

3.1 We do not provide loans or offer credit facilities.

3.2 We do not deal with secured credit (i.e. mortgages, secured loans, hire purchase agreements), rent (including arrears), utility bill payments (including arrears), council tax payments (including arrears) and other similar debts.

3.3 We are not solicitors and cannot give You legal advice.

3.4 We will not arrange for anybody to attend any court hearing on your behalf unless We expressly agree to do so, and if so We will charge an additional fee for this service as agreed with You in advance of the court hearing. We cannot stop your Creditors from continuing to charge You interest and other charges, or from continuing with or bringing any recovery proceedings against You.

3.5 In those circumstances We will provide reasonable assistance to You in seeking to resolve the position with the Creditor concerned. However, this will not be any substitute for independent legal advice which You may need and the costs of which You will of course be solely responsible for.

4. What happens to your money?

4.1 All payments that We receive from You will be sent directly into our Client Account; the only payments which We will make out of our Client Account are: a. payment of our Fees; b. payment of the Monthly Repayments to Creditors as set out in the Financial Management Plan; c. any other payments as instructed or agreed by You (including any PPI premiums).

4.2 The Monthly Repayment will be distributed amongst your Creditors in accordance with the Financial Management Plan and normally within 5 working days of receipt of the Monthly Payment in Cleared Funds. If there is a delay in any payment which is not beyond our control, We will put You in the position You would have been in if the payment had been made within 5 working days and refund any interest which has accrued and any default charges that have been imposed as a result of the delay.

4.3 From the information You have provided to Us, We are able to estimate that it will take a repayment term of Year(s) and Month(s) plus Initial Fee (following completion of your Initial Fee) for You to repay the outstanding balances to each of Your Creditors. The total fees paid during the Term will be £ giving a total amount payable of £ . Please note that these estimates exclude Your Initial Fee and the Term You take to pay this, and are based upon the assumptions that You will maintain your monthly payments without default, that your Creditors agree to freeze all interest and charges and that You remain on the program for the full Term of this agreement.

5. Your commitment to Us

5.1 You must provide complete, accurate details of your income, expenditure, Creditors and dependants, and all details of any outstanding judgments against You or any actual or threatened court proceedings, sending copies or originals of documents to confirm these details.

5.2 You will pay Us the Initial Fee, the Monthly Fee, the Monthly Repayments and any other Fees agreed in writing between You and Us for additional services.

5.3 You must make the Monthly Payments to Us in accordance with the Financial Management Plan. If you do not keep up regular repayments in accordance with the Financial Management Plan We will stop any action and payments on your account. Your Creditors may have to be informed that payments are not being made to Us. This could result in your Creditors continuing legal action against You for which We cannot be held responsible.

5.4 You must send Us copies of all correspondence You receive from your Creditors so that We can deal with them on your behalf. Your correspondence will be scanned and stored by Us as an electronic image and the original paperwork destroyed. Please do not send originals if You require them to be returned.

5.5 You must not make any payments directly to your Creditors during the Term unless You have notified Us in advance and We have agreed that such a payment can be made.

5.6 If your circumstances change for the worse and You cannot afford the Monthly Payment, or improve so that You are able to afford an increase in the Monthly Payment, You must inform Us immediately. We require 2 weeks' notice from You to amend any Direct Debit arrangements.

5.7 You must incur no further debts, whether on credit or otherwise, other than those relating to your normal living expenses; and You will not spend any money over and above your reasonable living expenses as set out in your Financial Management Plan.

5.8 If You open a new bank account, You must comply with the account conditions.

5.9 You are solely responsible for any legal action taken against You by your Creditors or secured creditors as a result of fraudulent or incorrect information provided by You to them at the time of acquiring a loan, hire purchase agreement, credit card or any other form of debt.

6. Your cancellation rights

6.1 You have the right to cancel this Agreement under section 1.4 and where the total Fee differs significantly from the estimated Fee.

6.2 We reserve the right to charge a nominal handling fee for work carried out on your file.

6.3 Outside your 14 day cooling off period You may also end this Agreement at any time by giving Us 2 weeks prior written notice. The Initial Fee paid will be retained by Us to compensate for work which has already commenced.

7. Our cancellation rights

7.1 We may end this Agreement at any time by giving You 2 weeks' prior written notice if: a. You do not make 2 successive Monthly Payments; or b. You are otherwise in serious breach of this Agreement or have persistently committed a series of other breaches; or c. You become bankrupt, file a bankruptcy petition or enter into an Individual Voluntary Arrangement.

8. Effect of ending this Agreement

8.1 When this Agreement ends our duties and obligations under this Agreement come to an end; your liability to your Creditors will continue, any amounts You owe to your Creditors remain outstanding over and above the repayments made under the Financial Management Plan; and You may within 30 days of the end of the Agreement request Us to send You copies of all paperwork received from You/your Creditors that has been stored by Us as a scanned image.

9. Other information

9.1 Any information You give to Us or We receive about You will remain confidential. We will not pass information to anyone else without your permission, except in line with our data protection policy or to such of your Creditors as is necessary in order for Us to negotiate repayments, including Creditors who may process your data outside the European Economic Area (EEA).

9.2 If You have opted to receive information from Us by text or email You are responsible for the security of your mobile phone or personal computer and must take all reasonable precautions to prevent anyone else accessing your information, including using all security features available and informing Us immediately if your mobile or computer is lost, your number or email address changes or if You suspect someone may have access to the information We send You.

9.3 We take any grievance regarding our Services very seriously. Any complaints should be sent in writing addressed to the registered office of the Company marked for the attention of "The Compliance Department". The Compliance Department will acknowledge your complaint within 5 working days.

9.4 We receive a referral fee from our "Appointed Experts" once the plan/agreement has been Accepted. This does not have an effect on the agreement between Us/Appointed Expert

10. Data Protection Policy

10.1 Any Personal Information We hold will be subject to the appropriate legal safeguards under the Data Protection Act 1998.

10.2 We use your personal information to prepare and issue your Financial Management Plan; negotiate with your Creditors on your behalf; and keep You informed about your Financial Management Plan and our Services.

10.3 We may use your personal information to contact You to provide You 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.

10.4 You can tell Us if You do not want to receive marketing information from Us, an associated company or a third party, or if You wish to amend the way We communicate with You by writing to Us.

10.5 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.

10.6 You may contact Us at any time by writing to the Data Protection Officer at the address above for further information, or if You want to request a copy of the personal information We hold about You or to ask Us to amend any inaccurate information held by Us.

10.7 Please note that We may record and monitor calls to Us to help improve our Service.

11. Other terms

11.1 We may transfer our rights and obligations under this Agreement.

11.2 This Agreement sets out the entire agreement and understanding between You and Us and supersedes all prior agreements, understandings or arrangements (oral or written) relating to the provision of Services.

11.3 With the exception of the cancellation notice, which must be sent by registered post or fax, any notice We or You serve under this Agreement will be valid if sent by first-class post to the address shown in this Agreement.

11.4 You acknowledge that You have entered this Agreement in reliance only on the representations, warranties and promises specifically 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.

11.5 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.

11.6 This Agreement is governed by English law.

11.7 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.