

Here at the Personal Debt Helpline we want you to know that you've made the best decision in letting us give you a helping hand to regain control of your finances. We want to be open and honest with you from the start so it's important that you take time to read our Terms of Business carefully as these will form the basis of our relationship and contract with you.

1. Definition of terms:

1.1 In the conditions listed below the following words shall have the following meanings.

"Agreement" means the agreement between you and Personal Debt Helpline Limited (PDHL) for the provision of the services which is subject to these Business conditions.

"Creditors" means all the organisations or people, or both, you have told us you owe money to and who are referred to in your Bankruptcy Applications.

"Data" means all data, including but without limitation to your personal data and any sensitive data as defined by the Data Protection Act 1988.

"Fees" means the PDHL Arrangement Fee and any other sums that you agree to pay to us for the services we provide to you as part of our agreement.

"Us and We" means Personal Debt Helpline Limited whose registered office is 2nd Floor Anglia House, Carrs Road, Cheadle, Stockport, SK8 2LA registered in England and Wales 05990423.

"An Asset" in bankruptcy can be deemed as anything tangible or otherwise that has a monetary value that is owned by you and could be realised as funds within the period within the bankruptcy

"Disposable Income" means the amount of money you have available to repay to your creditors each month having taken account of your income, your reasonable living expenses and any other necessary financial commitments, including payments of any secured debts you may have.

"Cleared Funds" means any funds we have received through electronic transfer into our bank account or (as the case may be) our client trust account with our bank (for example, standing order payments) which we know came from you and which have not been returned unpaid after five days; or any cash, postal order or banker's draft made payable to us or to our client trust account that we have received from you and which we know came from you; or any cheque received and banked by us whether into our bank account or our client trust account, but only if we have not received notice from our bank that the cheque has been returned unpaid after 10 days.

1.2 The headings in these Business Conditions are for convenience only and shall not affect their interpretation.

1.3 Where the context dictates in these Business Conditions the singular shall include the plural and vice versa and any gender includes the other gender.

2. AGREEMENT

2.1 You have asked us and we have agreed to assist you with your Bankruptcy Application, together with advisory and administration services, as described in these terms of business.

2.2 The agreement will commence on the day you confirm your acceptance of these Business Conditions. This will be either by telephone or by returning the completed financial review form of authority enclosed with the documentation which accompanies these Business Conditions. Commencement of this agreement shall also begin from the day when we receive from you in cleared funds your first payment if payment is made before financial review form of authority. This agreement shall expire on the date of receipt of the final payment or termination of this agreement by either party as set out in "TERMINATION OF THIS AGREEMENT".

3. THE SERVICES WE SHALL PROVIDE

3.1 We will work out with you the details of your income and to include expenditure to reasonable living expenses which you will provide to us and agree with.

3.2 The information given to your creditors will be sufficient to apprise them of your intentions. We cannot give you legal advice, but we will endeavor to provide as much assistance to you as we can, based on our expertise and experience of dealings with your creditors.

3.3 After we receive your Client Financial Review form completed and signed by you, along with payment of our fees, we will write to your creditors that you have provided details to us about.

3.4 If your circumstances change prior to your court appointment and you no longer wish to proceed with your Bankruptcy Application or accept an alternative solution that we may offer, PDHL reserve the right to retain the PDHL Arrangement fees we have collected.

4. WHAT WE EXPECT FROM YOU OUR CLIENT

4.1 If we are to provide this service, you agree to co-operate with us, ensuring that Bankruptcy reflects your financial position. This means that you agree to comply with the following:

You will give us any information we ask for relating to your finances. This will include, but not be limited to, details of: Changes in personal or fiscal circumstance
Your income and expenses
Your dependants
Your creditors and all agreements you have taken out with them
Detailed information of any assets you have at the time of applying for bankruptcy
Any mortgages or secured loans you have
Any judgments made against you and any other enforcement action
Details of any finance agreements that you hold currently
You must, where possible, send to us copies or originals of documents to confirm these details.

4.2 You will pass us copies of all correspondence you receive from your creditors and let us know about any dealings you may have with any creditors, whether we are in contact with them on your behalf or not.

4.3 You will not enter into separate negotiations with any of your creditors that could have the effect of preventing us from fulfilling our obligations under this agreement.

4.4 You will not continue to use any existing credit facility, including any credit or charge cards, and will not apply for any further credit from any source.

4.5 You will sign any forms of authority or other documents so that we may carry out our obligations under this agreement.

4.6 By signing the Financial Review Form, you confirm receipt and acceptance of these terms of business and you authorise us to contact your creditors or their authorised agents on your behalf, let them know about your financial circumstances, and our involvement, and make arrangements with them in relation to the debt or debts you owe.

5. WHAT YOU PAY TO US FOR OUR SERVICES

5.1 The total fee you will pay us for our services is made up of the following which must be paid in full prior to your Bankruptcy Application being submitted to the courts.

PDHL Arrangement Fees
£300 Sole application
£500 Joint Application

There will be additional fees which are payable to the court directly, which are £525 in respect of the Official Receiver's deposit and £175 in respect of the Courts Costs. These fees are stipulated by the court service and as such are subject to change at their own discretion.

The PDHL Arrangement fee is payable to Personal Debt Helpline Limited for providing you with advice and preparing relevant and necessary documents required for your court appearance, and are payable in full before completion of your court documents. The Official Receiver and Court Fees are payable in cash to the courts at the time of your court meeting.

Please note that if you are unemployed at the time you submit your application to the court, dependant on the total household income coming into the household the court may waive the court application fee. This is decided upon at application stage and therefore is dependent on each individual's financial circumstances at the time of application.

6. HOW YOU MAY CANCEL THE AGREEMENT WITH US

6.1 You may cancel the agreement without any liability to us by giving us notice by email, fax or letter within seven working days from the time that you receive these business conditions.

6.2 We shall return your payment in full if a written request is received within seven working days as stated in 6.1 above.

6.3 In the event that you made a payment to your Assisted Bankruptcy Plan prior to receiving these Business Conditions then we shall return that payment to you in full upon receiving a written request to do so within seven working days of making an initial payment. By making an initial payment, you have confirmed that you wish us to begin to act on your behalf and begin our procedures. This is termed 'conclusion of contract' as defined in the Distance Marketing Regulations.

6.4 In addition to your right to cancel this agreement as stated in clauses 6.1, 6.2 and 6.3 you may cancel this agreement at any other time by giving us two weeks' prior written notice; you may do so regardless of whether you feel that we have been in breach of this agreement.

In the event that you cancel this agreement outside the seven days period as stated in clauses 6.1, 6.2 and 6.3 then we shall retain any payments made in respect of the PDHL Arrangement fee

7. HOW WE MAY CANCEL THE AGREEMENT WITH YOU

7.1 We may cancel the agreement with you at any time by giving you two weeks' notice in writing of our intention to do so. We will only cancel the agreement with you if:

(a) We consider that you are in serious breach of your agreement with us. This may constitute things such as failing to supply information, as stated in clause 4.1, to us needed to perform our duty on your behalf. You may otherwise be in serious breach of the agreement if you have persistently committed a series of minor breaches of it, even if any one individual breach would not necessarily be regarded as being a serious breach of its own

(b) The information you gave at the time of acquiring credit was in any way incorrect, incomplete or fraudulent.

(c) We cannot carry out 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.

8. THE EFFECT OF CANCELLING THIS AGREEMENT

8.1 The effect on you our client upon cancellation of this agreement by either you or us will be as follows:

The amounts that you owe to your creditors at the time of cancellation of our agreement will remain outstanding and will be solely your responsibility.

9. CONFIDENTIALITY OF INFORMATION

Any information you give us will be confidential. We will not pass this information to anyone else without your permission (that must be given verbally or in writing) except for the creditors you have authorised us to deal with, or their authorised agents, or both.

WHAT WE DO NOT DO

We do not issue payments to your creditors.

We do not give legal advice.

Whilst we try to ensure that your creditors suspend or withdraw any enforcement proceedings, we cannot stop your creditors sending you default notices or taking any other legal action to recover your debts with them if they want to do this.

We do not normally issue reduced payments on your behalf on secured loans. You must make sure that you continue to make your usual payments in full towards any mortgage or other secured loan. We will have taken these payments into account when establishing your disposable income.

We do not issue reduced payments on your behalf for your normal utility bills (for example, water, gas, electricity bills, and so on) or for current year Council Tax payments. You must continue to make all your normal payments towards your utility bills and Council Tax payments and we will take these payments into account when establishing your disposable income.

DATA PROTECTION

By entering into the agreement pursuant to clause 2.2 of these Business Conditions, you agree that:

The information held by us about you can be kept on computer or paper files or both.

Any information which you give to us may be disclosed to your creditors for the purpose of progressing your Assisted Bankruptcy Plan.

When making this Bankruptcy application you will give us information on your financial and personal circumstances. We may also collect information about your financial and personal circumstances when we deal with your creditors and manage your account. In this statement, we call this "personal information".

We know how important it is to protect information. We use your personal information to help us provide our service to you. In particular, we use personal information to:

Calculate your monthly payment plan if you have elected to pay our fees by installment

Deal with your creditors on your behalf.

Provide you with information about your account and our services.

We may use the information which we hold about you for the purpose of contacting you from time to time to provide information about specific products or services which we think may benefit you.

We may also use personal information to identify and provide you with details of other products and services which we think you might be interested in, including those offered by other organisations that we have contacted. We may share personal information with these approved organisations and they may contact you direct with details of their products and services. You can tell us if you do not want to receive these details by writing to us at our registered address.

You acknowledge that in order for us to carry out the services, it may be necessary for us to process data and/or contract with a third party to process the data for us. We confirm that in processing such data, we shall act in accordance with the obligation imposed by Data Protection Act 1998.

Otherwise, we will only reveal personal information as necessary to abide with laws or regulations or to anyone we may transfer or subcontract any or all our rights and obligations in relation to your Bankruptcy Application.

We must comply with the Data Protection Act. Under this Act you may ask us for a copy of the information we hold about you and, if the details are not accurate, you may ask us to amend them. You should do so in writing to us at our registered address. Please note that under the Data Protection Act we may charge you a fee for this request.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in these Business Conditions, the maximum liability of us to you in aggregate for any and all claims made against us in contract tort or otherwise under or in connection with the subject matter of the agreement shall not exceed the total fee paid by you to us.

ENTIRE AGREEMENT

The agreement represents the entire agreement between you and us relating to the provision of the services and supersedes all prior agreements, arrangements and understandings between you and us relating to the provision of the services. You agree that you will have no remedy in respect of any untrue statement innocently or negligently made by or on behalf of us prior to entering into the agreement which you relied upon entering into the agreement, whether such statement was made orally or in writing. Nothing in the agreement, these Business Conditions or account conditions shall exclude or limit the liability of us to you for fraudulent misrepresentation.

NOTICES

Notices under the agreement shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or two days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party.

If you change your address for notification purposes, then you shall give us written notice of the new address, a new contact telephone number and the date on which each shall become effective within two weeks of such change of address.

NO WAIVER

Failure by us to enforce any provision of the agreement, these business conditions, or the account conditions shall not be deemed a waiver of future enforcement nor that of any other provision.

SEVERABILITY

If any provision of the agreement, the business conditions or the account conditions is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the remainder of the agreement, the business conditions or the account conditions shall continue in full force and effect.

ENGLISH LAW AND JURISDICTION

The agreement, the Business Conditions and the account conditions shall be governed by and construed in accordance with English or Scottish Law and you shall submit to the exclusive jurisdiction of the English or Scottish courts.

OTHER INFORMATION

If at any time you are not happy with the service that we have given you, you can use our complaints procedure to make a formal complaint. If you want to know more, please ask us to send you a copy of the complaints procedure or go to our complaints section at www.personaldebthelpline.co.uk/complaints. The complaints procedure does not affect your legal rights.

You should keep copies of all documents that you send to us. 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. We may transfer any or all of our rights or obligations under this agreement. If we do this, we will write to you to let you know the details.