

8.9 Your financial circumstances and Debt Management Plan and consideration of alternative debt solutions will be reviewed no later than 12 months since the last change, update or review. You may request a review sooner if you want one. We will review and assess Your financial situation and the suitability of Your Debt Management Plan and, where appropriate, We will issue a revised financial statement and offer to Creditors.

8.10 During the negotiation process some Creditors may continue to charge interest and other recovery costs. We cannot prevent these charges being levied nor can We prevent the information that creditors may seek to record on Your credit file. These charges and interest will, however, be paid off as part of Your Debt Management Plan.

8.11 We can only provide advice on the services that We offer as set out in this agreement.

9. TERMINATION OF THE AGREEMENT

9.1 No contract or agreement to provide services shall exist until You sign and return the Authority Form to Us and provide Us with details of Your income and expenditure.

9.2 If You wish to cancel after sending Your signed Authority Form to Us, the agreement can be terminated within the 14 day cooling-off period in accordance with clause 4.1 above.

9.3 After the 14 day cooling-off period referred to in clause 9.2 above You may end this agreement by giving Us 28 days' notice in writing. There will be no additional charges to You for cancelling this agreement.

9.4 We may end this agreement by giving You 28 days' notice in writing if any of the following things happen.

(a) You breach any term of this agreement; or

(b) A Bankruptcy petition is issued against You; or

(c) You enter into an Individual Voluntary Arrangement/Trust Deed as debtor; or

(d) Where the information provided to Us by You is incorrect; or

(e) The information provided by You at the time of acquiring a loan hire purchase agreement, credit cards or any other form of credit is deemed incorrect or fraudulent by any Creditor; or

(f) If You fail to follow Our advice, or where Your Debt Management Plan becomes unmanageable or ineffective due to a disproportionate number of creditors for Your disposable income.

(g) If We identify that the Debt Management Plan is no longer suitable for You or is producing/likely to produce outcomes that are not in Your best interests.

9.5 Once the agreement ends (however caused) We will return to You any monies held by Us on Your behalf which We have not yet paid to Creditors less the Monthly Fee or other sums properly incurred and due to Us up to the date of termination.

9.6 Once the agreement ends (however caused) Our obligations and duties under this agreement and any Debt Management Plan will come to an end and Your liability to Creditors will continue in respect of any amounts outstanding and owing to them at the date the agreement comes to an end.

10. COMPLAINTS

10.1 We take any complaint regarding the services We provide very seriously. Any complaints can be sent in writing to Us for the attention of the complaints officer or verbally through Your account manager. Your complaint will be acknowledged within 5 working days of receipt and We will aim to provide You with a full response to Your complaint within 8 weeks of receiving Your complaint.

10.2 If You are not happy with Our response to Your complaint You may be able to refer Your complaint to the Financial Ombudsman Service. Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9GE and their telephone number is 0800 023 4567.

10.3 A copy of Our full complaints policy is available upon request.

11. DATA PROTECTION

Please read this section carefully as it explains what personal information We collect about You and how We use it.

11.1 We collect personal information from You when You apply for Our services, as a result of providing Our services to You, and over the course of administering Your Debt Management Plan. We also collect information about You from Creditors, and from other third parties such as those organisations You have applied to for other products and services.

11.2 We will use personal information to prepare Your Debt Management Plan, negotiate with Creditors on Your behalf, and to keep You informed about Your Debt Management Plan and may also use Your information for statistical purposes. By accepting and agreeing to these Terms and Conditions You consent to the use of Your personal details for these purposes.

11.3 We may also share and pass on Your personal information with other parties including credit reference agencies to the extent required by law; pursuant to a court order to do so; at the request of any other government or law enforcement body or any other body which regulates or supervises Us.

11.4 We may share and pass on Your personal information with any entity to whom We transfer, assign or subcontract any or all of Our obligations under the agreement but on the understanding that any transferee, assignee or subcontractor confirms to store, use and process the data received on the same terms as set out in this agreement. We will tell You in writing if this happens.

11.5 You have the right under the Data Protection Act to request a copy of the personal information We hold about You. We charge a fee of £10 for the provision of such information. Any request to this effect should be made in writing addressed to the Data Protection Officer, Angel Advance Limited, 850 Birchwood Boulevard, Birchwood, Warrington, WA3 7QZ and must be accompanied by the aforementioned fee.

12. GENERAL

12.1 All Our fees are exclusive of value added tax (VAT). Currently the provision of Our services is VAT exempt (i.e. No VAT is chargeable), however, if this position changes, We reserve the right to charge VAT as required by law. In such circumstances We will notify You in writing, giving You at least 28 days' notice, and amend Your Debt Management Plan to take account of this.

12.2 If a court or competent authority decides that any of the provisions of the agreement are invalid, unlawful or unenforceable to any extent, the relevant term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

12.3 If We fail, at any time while the agreement is in force, to insist that You perform any of Your obligations under the agreement, or if We do not exercise any of Our rights or remedies under the agreement, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You, that will not mean that, We will automatically waive any subsequent default by You. No waiver by Us on any of the terms of the agreement shall be effective unless We expressly say that it is a waiver and We tell You so in writing.

12.4 Other than a transferee, assignee or subcontractor of Our obligations under this agreement a person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of third parties Act) 1999.

12.5 The agreement the Authority Letter and any Debt Management Plan sets out the entire agreements and understanding between You and Us.

12.6 We may without the need to get Your prior consent to transfer, assign or subcontract Our rights and obligations under the agreement to another suitably regulated service provider by giving You written notice of such transfer. You are not entitled to transfer Your rights and obligations under the agreement unless We consent to You doing so in writing.

13. JURISDICTION

These terms shall be governed by English law and You and We both agree to the exclusive Jurisdiction of the English courts.

Angel Advance Limited

850 Birchwood Boulevard Birchwood WARRINGTON WA3 7QZ

Tel: 01925 599400 Fax: 01925 520227



TERMS & CONDITIONS



www.angeladvance.co.uk

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1. INTRODUCTION

1.1 These Terms and Conditions set out the agreement between You and Us including Your obligations to Us and Our obligations to You.

1.2 Please check these terms carefully before You agree to instruct Us to act for You. If You do not understand something then please let Us know as soon as possible and before You sign and return the Authority Letter.

2. MEANING OF WORDS

2.1 In these Terms and Conditions the following words shall have the following meaning:

‘Agreement’ means the agreement between You and Us for Us to provide a debt management service comprising a debt counselling and adjusting service to You.

‘Authority Form’ means the form headed Declaration & Authority enclosed with these terms and conditions which, once signed and returned by You, confirms Your agreement to these terms and conditions gives Us authority to contact Your creditors and to act on Your behalf in relation to the service.

‘Creditors’ means the people that You owe money to, whose details You will provide to Us in accordance with Your responsibilities in section 4 and such people are not within the class of secured creditors or other creditors who cannot form part of the Debt Management Plan.

‘Debt Management Plan’ the arrangement that We make with Creditors on Your behalf to repay Your debts via a plan of monthly repayments.

‘Monthly Fee’ means the amount that We deduct from Your Monthly Payment to cover the cost of Our service to You.

‘Monthly Payment’ means the total amount that You pay to Us each month in accordance with the Debt Management Plan.

‘Monthly Repayment’ means the part of the Monthly Payment that We pay to Creditors on Your behalf.

‘You’ means You, the person(s) named on the Debt Management Plan and **‘Your’** shall be construed accordingly.

‘Us and We’ means Angel Advance Limited (company number 8080440), 850 Birchwood Boulevard, Birchwood, Warrington, WA3 7QZ or anyone to whom We transfer Our obligations and rights under this agreement and “Our” shall be construed accordingly.

3. AGREEMENT

3.1 You appoint Us to act on Your behalf, and We agree to provide You with a debt counselling and adjusting service in accordance with this agreement, which means that We will give You advice about the most effective way for You to become debt free.

3.2 You authorise Us to negotiate on Your behalf with Creditors.

3.3 This agreement will commence when You return and We have received the signed and completed Authority Form or, once We have conducted a full review of your situation and confirmed that We can provide a Debt Management Plan to You (which commencement will be confirmed to You in writing), whichever is later.

3.4 This agreement shall continue until final repayment to Creditors is made in accordance with the Debt Management Plan, unless it has been terminated beforehand in accordance with this Agreement.

4. CANCELLATION PERIOD

4.1 You have 14 days after We receive Your signed Authority Form to cancel this agreement. You may cancel this agreement during that 14 day cooling off period by confirming that intention in writing to Us at Angel Advance Limited, 850 Birchwood Boulevard, Birchwood, Warrington, WA3 7QZ. In such a situation this agreement will end and We will offer You a full refund of any Monthly Fee paid to Us.

4.2 If You cancel this agreement in accordance with clause 4.1, any Monthly Repayment that has already been distributed to Creditors will not be refunded.

5. WILL YOUR CREDIT RATING BE AFFECTED?

5.1 Because You may be paying less than Your contractual payments due under some or all of Your agreements with Creditors, You will continue to accrue arrears on those accounts and this may be reflected on a credit file held by Creditors and shared via credit reference agencies. You may continue to receive notices of arrears or default from Creditors in accordance with part vi and vii of the Consumer Credit Act 1974 (as amended).

5.2 Creditors are entitled to place a notice on Your credit report that You are subject to the Debt Management Plan. If a Creditor does this then it is likely that Your credit rating will be affected and defaults may be registered against You, meaning it may be difficult to obtain credit.

6. YOUR RESPONSIBILITIES

6.1 You must provide Us with full, accurate and truthful details of Your circumstances including:

- (a)** Your income and outgoings
- (b)** Details about all Your unsecured debts and creditors
- (c)** Details about Your assets
- (d)** Basic details about any dependents;
- (e)** Any outstanding judgements against You or any actual or threatened court proceedings.

6.2 We cannot be held liable for any losses (including consequential or indirect losses) incurred by You which are the result of any act or omission by You, or by a failure on Your part to validate the information that We hold about You or Creditors.

6.3. You must, where requested, send to Us copies of original documents or such other documents or evidence as We may reasonably require to confirm the information set out in clause 6.1 of these terms and conditions.

6.4 You must make the agreed Monthly Payments to Us promptly in accordance with the Debt Management Plan.

6.5 You must promptly send Us the originals or copies of all correspondence You receive from Creditors so that We can respond to them for You. Your correspondence will be securely destroyed by Us unless (at the time of sending such originals to Us) You request the return of the original documents. We will at all times be able to provide You copies of any correspondence You send to Us.

6.6 You must not ignore any correspondence You receive from Creditors or anyone acting on behalf of Creditors.

6.7 Unless We agree otherwise in writing, You must ensure that You keep paying Your secured or other priority debts. Secured or priority debts cannot be part of Your Debt Management Plan and include but are not limited to things like mortgage payments and/or secured loan payments or rent payments, council tax, utility bills, court fines, income tax and child support payments, including any arrears or fees and charges incurred on those debts.

6.8 While this agreement continues, You should not make any payments directly to Your Creditors unless You have notified Us in advance that You propose to do so and We have agreed that such payment can be made. We will not withhold Our agreement unless We have good reason to.

6.9 While this agreement continues, You must tell Us if Your circumstances change and You are or may be unable to pay the agreed Monthly Payment. Similarly, You should notify Us if You are able to increase the Monthly Payment. If You pay by Direct Debit We require a minimum of 10 working days’ notice from You to make changes to any direct debit collections.

6.10 While this agreement continues, You must not incur any further debts, whether on credit or otherwise, other than those relating to Your normal living expenses without first obtaining Our prior consent and approval.

7. WHAT YOU WILL PAY

7.1 You will pay Us the Monthly Fee and the Monthly Repayments.

7.2 Unless We agree otherwise with You, We will take from each Monthly Payment a set fee of £35. This is the Monthly Fee.

7.3 In case of weekly payments, 4 weekly payments will equate to one Monthly Payment for the purpose of the agreement. Where payments are made weekly We will deduct (in proportion) Our fee weekly.

7.4 All repayments to Creditors will be distributed within 5 business days of receipt.

7.5 We reserve the right to increase the Monthly Fee at any time. We will give You at least 28 days’ notice in writing if We are to do so and the change to the Monthly Fee shall take effect from the first Monthly Payment due after the expiry of the 28 day notice period referred to above. If You do not accept the increase in the Monthly Fee, You can terminate this agreement in accordance with clause 9.3.

7.6 All payments made by You to Us under this agreement will be made into Our Angel Advance Limited client account. This account is separate to Our own general business accounts and funds held for distribution to Creditors will be retained in the client account for that purpose only. At all times funds held for distribution to Creditors will be classed as client monies. From each of Your Monthly Payments received into Our client account, We will deduct the Monthly Fee which, when due to Us, We will transfer from Our client account into Our own general business account.

8. OUR RESPONSIBILITIES

8.1 We will review Your financial circumstances, including Your income, expenditure, debts and assets based on the information You provide to Us. You must inform Us of debts secured on property or goods, which We will take into consideration but will not include in any Debt Management Plan and We cannot negotiate payment terms for those debts. We will calculate Your disposable income after deducting reasonable living expenses.

8.2 In consultation with You, We will produce a Debt Management Plan to enable repayments to be made to Creditors out of Your disposable income. The Debt Management Plan will allow You to make a single monthly amount to Us from which We will deduct Our Monthly Fee and then distribute the remaining funds to Creditors. Any arrangement put in place pursuant to this agreement will not take into account any matters which You have not told Us about in accordance with Section 6. It will take account of the different requirements of different Creditors, if there are more than one.

8.3 Your Monthly Payment will be the same as Your disposable income as calculated during consultations with You.

8.4 We will negotiate with Creditors and attempt to agree repayment terms with them of the amounts outstanding. In doing so We shall use the Debt Management Plan and We shall ensure that the periodic repayments that We agree with Creditors on Your behalf do not exceed Your disposable income (less Our Monthly Fee).

8.5 We shall attempt to agree with Creditors where appropriate, reduced repayments and/or the freezing or reduction of interest charges and that they suspend or withdraw enforcement proceedings issued. Please note, Creditors are not obliged to accept reduced repayments or to freeze/reduce their interest and charges or suspend or withdraw enforcement proceedings and, unless they do so, repaying the same debt over a longer period of time may increase the total amount to be repaid by You. Creditors may still commence proceedings or county court action against You and We cannot guarantee that any existing or threatened proceedings will be suspended or withdrawn. In these instances We can assist You in completing the relevant paperwork as required. In such instances there will be a fee charged by the Court which You remain liable for. We cannot guarantee to stop legal action being taken by Creditors.

8.6 We shall distribute Monthly Repayments to Creditors in accordance with the Debt Management Plan within 5 business days of receipt of the Monthly Payment. We cannot be responsible for delays in making any payment to Creditors where such delay is attributable to the banking system, You making the Monthly Payment later than the date on which it is due or any other reason which is outside of Our control such as lack of essential information required to pay Creditors.

8.7 We will issue You with a monthly statement showing all payments, charges and receipts to Your account including the Monthly Fee and Monthly Repayments.

8.8 While this agreement continues, if Your circumstances or any other relevant matters change (for example Your salary or monthly income changes), You must notify Us of such facts as soon as reasonably possible. Upon notification of a change to Your circumstances We shall, in consultation with You and Your Creditors, review the Debt Management Plan and if necessary shall make changes to it in agreement with You and Your Creditors. This may include a change to the Monthly Payment and/or the duration of Your Debt Management Plan.