

## **Terms of Business**

### **The Agreement**

The agreement is made between you (the “client” or “you”) and Lawrence Charlton Ltd (and “us” or “we”) address Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES trading address Fairclough House, Church Street, Adlington, Lancashire PR7 4EX. The service and all information provided by Lawrence Charlton Ltd are for clients who reside in England, Scotland, Wales and Northern Ireland only.

The agreement will start upon receipt by us of your written acceptance of these Terms of Business and your first monthly payment.

### **Regulation**

Lawrence Charlton Ltd is licensed by the Office of Fair Trading to carry on the business of consumer credit, consumer hire, credit brokering, debt adjusting, debt counselling, debt collecting and a credit reference agency.

### **Our Commitment to You**

- We act on your behalf
- We agree to assess your financial situation and prepare a statement, along with proof obtained from you, of your indebtedness.
- We will take into account an allowance for essential living costs and also advise where savings could be made for the benefit of creditors if deemed reasonable.
- We will advise you on which debts should be regarded as “priority debts” and how to deal with these.
- We will produce and present a proposal of how you may repay and reach a compromise with your remaining creditors and enter into negotiations with them on your behalf.
- We will keep your payments in a separate, non-interest bearing client account and where possible make distributions to your creditors within 5 working days of receipt of your cleared funds, unless instructed otherwise by your creditors.
- We will keep you informed, by way of a 12 monthly statement, of how your money is being distributed.
- We will keep all of your information confidential except when we are required by law or at your request to disclose your information except as permitted by you. We will also return any original documents when these are no longer required by us however electronic or paper copies will be taken and retained with no obligation to return these.
- We will perform this service with due care, skill and attention and within a reasonable time.
- Lawrence Charlton Ltd reserves the right to decline an application if we feel it necessary or appropriate to do so.

### **Your Commitment**

- You agree to us disclosing information you supply to your creditors for the purpose of us performing our commitments.
- You agree to our fees, as set out under “Our Fees”, and for these to be deducted from your payments.
- You agree to complete the Income and Expenditure form accurately and provide proof that all figures documented are true and accurately reflect your current circumstances.
- You will provide or return all requested items within a reasonable time.
- You agree to provide us with all information and instructions to assist us to carry out our obligations under “Our Commitment to You.”
- You agree to provide us with originals or copies of any essential correspondence relating to your creditors that we may request.
- You agree that we may destroy any correspondence that we consider to be non-essential to your case.
- You agree to keep us informed of any other contact between you and your creditors and the consequences of such.
- You agree to appoint us as your agents to act on your behalf when dealing with your creditors.
- You agree to make the agreed payments to us every month for distribution.
- If you the “client” comprise more than one person you agree to be jointly and severally liable to perform your Commitments

### **Our Fees**

1. Set Up Fee – this is calculated from the financial information provided to us during the application process and is equivalent to the first two monthly payments to the plan. It will be used to cover our initial costs in collecting and reviewing your documentation, for setting up your individual Debt Management Plan and our professional

services in liaising with your creditors. It is our standard practice to obtain the set up fee by retaining your first two monthly payments, this will put you into, or further into arrears with your creditors.

2. Subsequent monthly fee – this is payable for our services each month and covers the cost of administering payments to creditors, dealing with queries from them and providing our professional service to you. Payments are subject to a 17.5% administration fee per month with a minimum of £30 fee and a maximum of £100 fee. No charges will be made in addition to the agreed monthly payments and therefore you will not be asked to pay any amount over and above the agreed monthly payment until such time as your account has been reviewed and only ever with your approval. Details of our estimated fees for your debt management plan have been sent to you separately.

### Your Right to Cancel

You have the right to cancel our agreement by writing to us at the trading address detailed above under the sub-heading “The Agreement”:

- if the total fees payable differ significantly from the estimate of fees provided to you with your application pack or any subsequent estimates.
- if your payment to us is required to change significantly as a result of a change in your circumstances
- at any other time

Should we receive your cancellation request in the 14 days following the commencement of our agreement, we will refund all monies we have received from you in full.

Should your cancellation request be received after this period, we will refund any monies received from you that have not been distributed to creditors at the time your notice of cancellation is received. We reserve the right to retain our fees, however, no further charges will apply and we will inform the creditors of your decision. Cancelling our agreement in the short term is likely to mean that the amount owing to your creditors will increase as a result of our fees.

### Our Right to Cancel

We reserve the right to cancel an arrangement without prior notice if, in our judgement, you:

- Fail to make payments to us on time as agreed
- Fail to provide information or documentation requested by us
- Provide false information or deliberately try to deceive us or your creditors

### Complaints

We are committed to providing a quality, professional service with your best interests in mind. In the unlikely event that you feel the need to complain, this should be addressed to ‘The Compliance Officer’ at the address given under section ‘The Agreement’. Your letter will be acknowledged within 5 working days and, following a full investigation, a response will be given within 28 days. Should this not resolve your complaint to your satisfaction, we will refer it to the Office of Fair Trading or similar body or arbitration. Please note that complaints will not be accepted unless received within 6 months of the alleged cause of dissatisfaction.

### Disclaimer

It is agreed between the parties hereto that Lawrence Charlton Ltd is not responsible and shall not be liable for any actions taken or decisions reached by you the client either during or after the continuance of this agreement.

### Important Notes

- If your creditors wish to do so, they could continue to apply interest and other charges and continue with, or commence recovery proceedings. In this event, the amount owing to your creditor will increase.
- Entering into a debt management plan will adversely affect your credit rating, particularly in the short term, and it could prove difficult to obtain any form of credit in the medium to long term.
- If your Debt Management Plan fails, the debt owing is likely to be increased as a result of the fees charged.
- Details advising you of the advantages and disadvantages of a Debt Management Plan have been sent to you separately.

Name .....

Signature .....

Date .....

I have read this document and agree to the terms.