



Introduction

Welcome to Easy Debt Solutions. The terms of business explain our obligations to You and yours to Us. Please read them carefully. Our terms may change from time to time. If this happens You will be advised.

Definition of terms

"Agreement" means the agreement between You and Us including these Terms of Business and the relevant related documents referred to in these Terms of Business.

"Letter of Authority" is simply a form which You must sign and return which allows us to contact your creditors and act on your behalf.

"Cleared funds" means (i) any cash, postal orders or bankers drafts made payable to Us which We have received from You; (ii) any monies which We have received into our bank account or Client Account from You by electronic transfer (such as by standing order, direct debit, bank giro, credit transfer or bank account transfer) and which have not been returned unpaid within four working days, and/or (iii) any cheques which We have received from You which have not been returned unpaid within seven working days.

"Client Account" means the account where any monies held on behalf of our clients are kept.

"Creditors" means everyone You have told Us You owe money to and who are included in your Debt Management Plan (DMP).

"Fees" means the Initial Fee and the Monthly Fee

"Initial Fee" means the first two Monthly Payment which are paid to Us by You as an initial fee for our services and which is not used to pay your creditors.

"Monthly Fee" means the monthly fee payable for our services. This is an amount equal to 15% of your monthly payment, apart from the first two monthly payments which is your initial fee, subject to a minimum of £25.

"Monthly Payment" means the repayment prepared by us and agreed by You by which You are able to repay your creditors through us at a reduced rate.

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

"Debt Management Plan" means the plan of Monthly Payments by which You repay your Creditors through Us. It also includes our fees.

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

"Term" means the running period of the debt management plan.

"Us" and **"We"** means **Easy Debt Solutions ('Easy Debt Solutions')**, whose registered address is 135 Buchanan Street, Glasgow, G1 2JA.

"You" means You, the person entering into this Agreement named in the Debt Management Plan.

1. Appointment and Term

- 1.1. You appoint Us and We agree to act on your behalf, as debt advisors and debt adjusters and to provide the Services.
- 1.2. The Agreement will start when You confirm your acceptance of these Terms of Business either by telephone or by returning the completed Letter of Authority or if earlier, the day when We receive the initial Fee from You in Cleared Funds.
- 1.3. The Agreement will continue for the Term, unless ended earlier by You as set out in sections 1.4 and 7 or by Us as set out in section 8.
- 1.4. You have a right to cancel the Agreement at any time during the first 14 days of the Term. 'Days' includes Saturdays, Sundays and public holidays. You can do this by writing to us at the above address or by telephone on 0800 3777 549 saying You wish to cancel. We will then refund to You any Fees already paid to us that are Cleared Funds.

2. What We will do

- 2.1. Based upon information provided by You to Us, We will review your income, outgoings and living expenses and prepare and issue to You a draft Debt Management Plan in respect of those types of debt

which do not fall within the exclusions set out in clause 5.2 below. This will indicate a Monthly Payment which We believe You can afford. It will also include an estimate of the total Fees payable by You to Us for the Services which We provide under the Agreement and an estimate of how long it will take You to repay your Creditors.

- 2.2. Once the Agreement starts We will notify your Creditors of our involvement and will attempt to agree with them revised payment terms on your behalf. We will in particular attempt to persuade your Creditors, where appropriate, to accept reduced monthly repayments from You, not to charge interest and to either suspend or withdraw any recovery, or similar, proceedings, or enforcement which they may already have taken against You or may have threatened to bring against You. We will endeavour to provide as much assistance to You as We can based on our expertise and experience of dealing with creditors. Your creditors are not obliged to accept the terms of the Agreement, and if they do not, it may take longer for You to repay your Creditors in full.
- 2.3. Following receipt of the Initial Fee in Cleared Funds We will prepare and issue a Debt Management Plan, normally within 28 days. This may vary from the earlier draft depending on the accuracy of the information You originally provided to Us and our discussions with your Creditors.
- 2.4. If your circumstances change and You are unable to meet the payments set out in the Debt Management Plan, We shall attempt to re-negotiate with your Creditors and arrange with You a revised Debt Management Plan. We will in any event periodically review your situation, normally every six months or earlier if your Creditors insist, and We will prepare and issue a revised Debt Management Plan to You and your Creditors if this is appropriate.
- 2.5. We shall provide to You each month a statement listing your Creditors, the Monthly Repayments made to them that month and the Fees which we have charged You.
- 2.6. We shall keep You informed of all material communications between your Creditors and Us, and We shall deal with all communications from your Creditors to Us (or to You and provided by You to Us) appropriately and promptly.

3. What You will pay

- 3.1. You will pay Us the Initial Fee, the Monthly Fee and the Monthly Repayments and any other fees agreed in writing between You and Us for additional services.
- 3.2. If You continue to pay the Monthly Payments promptly for the full duration of the Debt Management Plan, We shall during the final six months of the Debt Management Plan, waive our Monthly Fee up to the total value of your Initial Fee.

4. How We handle your money

- 4.1. All payments that We receive from You in Cleared Funds (apart from the Initial Fee) will be paid directly into the Client Account. The only payments which We will make out of our Client Account are: (a) payment of our Monthly Fees; (b) payment of the Monthly Repayments to your Creditors in accordance with the Debt Management Plan; and (c) any other payments as instructed or agreed with You.
- 4.2. We will distribute the Monthly Repayments amongst your Creditors in accordance with the Debt Management Plan normally within five working days of receipt of the Monthly Payment from You in Cleared Funds. If there is a delay in any payment which is not beyond our control, We shall take the appropriate action to put You in the position You would have been in if the payment had been made within five working days in Cleared Funds and shall make good any additional interest which has accrued and any default charges that have been applied to the account as a result of the delay.

5. What We won't do

- 5.1. We cannot lend You money or offer You any credit facilities.
- 5.2. We will not usually provide the Services in relation to secured credit (such as hire purchase arrangements, guarantees, secured loans and mortgages), rent (including arrears), utility bill payments (including arrears), council tax payments (including arrears) and other similar debts.
- 5.3. We are not solicitors, we do not give You and You do not rely on anything we say as legal advice.
- 5.4. We will not arrange for anybody to attend any court hearing on your behalf unless We expressly agree with You to do so, and if so, We will charge an additional advance fee for such service as agreed with You in advance of the court hearing.
- 5.5. Whilst We will attempt to agree revised payment terms with your

Creditors in accordance with section 2, We cannot stop your Creditors from continuing to charge You interest and other charges, or from continuing any current, or bringing any future, recovery or other proceedings or enforcement against You if they want to do this.

6. What You will do

- 6.1. You must provide Us with full, accurate and truthful details on the form We provide to You of your net income, outgoings, Creditors and dependants. You must also provide Us with details of any actual or threatened court proceedings or enforcement and any outstanding judgments against You.
- 6.2. You must, where possible, send to Us copies or originals of documents to confirm these details.
- 6.3. You must make the agreed Monthly Payments to Us in accordance with the Debt Management Plan.
- 6.4. You must allow Us to negotiate on your behalf with your Creditors.
- 6.5. You must send Us originals or 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. If originals are provided we can only return them to You if You request this prior to posting.
- 6.6. During the Term You must 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.
- 6.7. You must tell Us if your circumstances change so that You are, or may become, unable to maintain the level of Monthly Payments or if there has been an improvement in your circumstances so that You are able to increase your level of Monthly Payments. We will require two weeks' notice from You to make any amendments to any standing order arrangements You make for payment of the Monthly Payments to Us.
- 6.8. During the Term You must incur no further debts, whether on credit or otherwise, other than those relating to your normal living expenses.

7. How You may end this Agreement

- 7.1. You have the right to cancel this Agreement under clause 1.4.
- 7.2. You may also cancel this Agreement at any time if the total Fees payable under the Debt Management Plan differ significantly from the Fees estimated in the Draft Debt Management Plan issued by us in accordance with clause 2.1 above submitted to You. In the event of cancellation under this clause 7.2, We reserve the right to retain the Initial Fee and Monthly Fees paid to date.
- 7.3. In addition to your right to cancel under clauses 7.1 and 7.2, You may also end the Agreement at any time by giving Us two weeks prior written notice which You may serve at any time. This is whether or not You believe We may have been in breach of our obligations under this Agreement. In the event of cancellation under this clause 7.3, We reserve the right to retain the Initial Fee and Monthly Fees paid to date.

8. How We may end this Agreement

- 8.1. We may end the Agreement at any time by giving You two weeks prior written notice if any of the following happens: (a) You fail to make two successive Monthly Payments; (b) You are otherwise in serious breach of the Agreement or have persistently committed a series of minor breaches (even if any one individual breach would not necessarily be regarded as a serious breach on its own); or (c) You become bankrupt, file a bankruptcy petition, seek to 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 the event of cancellation under this clause 8.1, We reserve the right to retain the Initial Fee and Monthly Fees paid to date.

9. Effect of ending this Agreement

- 9.1. When the Agreement ends: (a) our duties and obligations under this Agreement will come to an end; (b) your liability to your Creditors will continue to the extent that any amounts You owe to your Creditors remain outstanding over and above the repayments made to them under the Debt Management Plan; and (c) You may, within 30 days of the end of this agreement, request Us to send You copies of all paperwork received from You or your Creditors that has been retained by Us as a scanned image.

10. Personal information

- 10.1 The Agreement deals with keeping confidential all information received from or about You. We will not pass this information to anyone else without your permission, except in line with our data protection statement at clause 11 or to such of your Creditors as is necessary in order for Us to negotiate repayments with such Creditors, including Creditors who may process your data outside the European Economic Area (EEA).
- 10.2 If You have opted to receive information from us by text messaging or email, You are responsible for the security of your mobile telephone, personal computer or other such telecommunications device. You must take all reasonable precautions to prevent anyone else from accessing your information, including using all security features

available on your mobile telephone, computer or other telecommunications device – and for informing Us if your mobile telephone, computer or other telecommunications device is lost, your telephone number or email address changes or if You suspect that someone may have access to the information We send You.

11. Data protection statement

- 11.1 Please read this statement carefully as it explains what personal information We collect about You and how We use this information.
- 11.2 We collect personal information about You both directly from You when You apply for our Services and from your Creditors as authorised by your Authority Form. We may also collect further information as a result of managing your Debt Management Plan.
- 11.3 We will use your personal information to provide our Services to You, and in particular to: (a) prepare and issue to You your Debt Management Plan; (b) negotiate with your Creditors on your behalf; and (c) keep You informed about your Debt Management Plan and our services.
- 11.4 Subject to clause 11.5 We may also 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.
- 11.5 You must let Us know if You do not want Us to use or disclose your personal information as set out in clause 11.4 above or if You wish to amend the way we communicate with You.
- 11.6 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 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.
- 11.7 You may contact Us by writing at any time to the Data Protection officer at our address given below for further information, or if You want to request a copy of the personal information which We hold about You or to ask Us to amend any inaccurate information held by Us. If You request a copy of the personal information which We hold about You We will charge You a fee of £10.
- 11.8 Please note that We may record and monitor your calls with Us to improve our service.

12. Other Terms

- 12.1. All fees are exclusive of any applicable value added tax (VAT) or other sales tax. Please note that although the provision of our Services is currently VAT exempt, this position could change in the future. If it does change, We will notify You and amend your Debt Management Plan Accordingly.
- 12.2. We may transfer our rights and obligations under the Agreement by giving You written notice of such transfer.
- 12.3 All notices sent under the Agreement, shall be valid if sent by post and shall be deemed served two business days after posting.
- 12.4 The Agreement sets out the entire agreement and understanding between You and Us and supersedes all prior agreements, understandings or arrangements (whether oral or written) relating to the provision of the Services.
- 12.5 You acknowledge that You have entered into the Agreement in reliance only on the representations, warranties and promises specifically contained or incorporated in the Agreement and, except as it expressly sets out, You agree that We shall have no liability in respect of any other representation, warranty or promise made prior to or since the start of the Agreement unless it was made fraudulently.
- 12.6 We shall not be deemed in breach of the Agreement or otherwise liable to You if We are prevented or hindered from performing our obligations under the Agreement by reason of any event beyond our reasonable control.
- 12.7 The Agreement is governed by Scottish Law.



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