



Terms of Business

The Agreement

The agreement will be between you the applicant (the "client") and your spouse/partner, if appropriate, and TCF Debt Solutions (UK) Limited, whose registered address is at 7 Millbank House, Riverside Business Park, Bollin Way, Wilmslow, Cheshire, SK9 1BJ. The service and all information provided by TCF Debt Solutions (UK) Limited are for clients who reside in England & Wales only.

Clients will be deemed to have read and agreed our Terms of Business on receipt of either a signed copy of such or on receipt of a signed copy of a completed Application Confirmation Form, whichever is the former.

Regulation

TCF Debt Solutions (UK) Limited is licensed to carry on the business of consumer credit brokering, debt adjusting, debt counselling, and debt collecting.

Our Commitment

- We will act for you, with your best interests in mind. We therefore do not act for your creditors.
- 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 your remaining creditors and enter into negotiations with them on your behalf.
- We will keep your payments in a separate, none interest bearing client account and make distributions to your creditors within 14 working days of receipt of your cleared funds, unless instructed otherwise by your creditors.
- We will inform you on request 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. By agreeing to these terms you are deemed to have given your permission for us to disclose personal information to your other creditors. We will also return any original documents when these are no longer required.
- We will perform this service with due care, skill and attention and within a reasonable time.
- TCF Debt Solutions (UK) Limited reserves the right to decline an application if we feel it necessary or appropriate to do so.

Your Commitment

- 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 Application Confirmation 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 "What we agree to do".
- You agree to provide us with either the originals or copies of all correspondence received from your creditors.
- 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.

Our Fees

- Most of our work for you will be undertaken at the start of the debt management programme. We will retain 100% of your first monthly payment, 50% of your 2nd monthly payment and 50% of your 3rd monthly payment to cover the cost of setting up and implementing your Debt Management Programme. You agree to appoint us as your agents to act on your behalf when dealing with your creditors.
- Your first monthly payment will be the equivalent of 1 monthly payment equal to your agreed monthly disposable income plus £70.00 where applicable charged as an administration fee. All subsequent payments will be equal to the agreed monthly disposable income only.
- After that, unless we agree otherwise, we will take from each monthly payment under the Debt Management Programme the greater amount of either a gross fee equal to 20% of the monthly payment paid by you, or a minimum of £40 per month.



- If this agreement is terminated, we will return any undistributed funds after having deducted the above fees and you will not have to pay us any more money. This will be made within 30 days of receiving written confirmation in order to allow us time to process all receipts and payments on your account.
- In the case of weekly payments, four and a third times the weekly payment will equate to one monthly payment.

Termination of Agreement

- If for any reason you wish to cancel we offer a fourteen-day cooling-off period from the date of which your first monthly payment is made, during which we offer a full refund of any fees which we have taken.
- After the fourteen-day cooling off period you may end this agreement by giving us four weeks notice in writing.
- We may end this agreement by giving you four weeks notice in writing if any one of the following things happens:
 - You breach this agreement and do not remedy the breach within seven days of our bringing the breach to your attention;
 - A bankruptcy petition is issued against you;
 - You enter into an Individual Voluntary Arrangement / Trust Deed;
 - Where the information provided to us is knowingly incorrect;
 - The information provided by you at the time of acquiring a loan (HP agreement, credit cards or any other form of credit) is deemed incorrect or fraudulent by any creditor; or
 - If we are affected by Force Majeure.

Our rights to cancel

- We reserve the right to cancel an arrangement without prior notice if, in our judgement, you:
 - Fail 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 complain 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 TCF Debt Solutions (UK) Limited 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.

I have read this document and agree to the terms.

Signature: _____ **Signature:** _____

Date: _____ **Date:** _____