



DebtFree Haven  
207/8 Astra House, 23-25 Arklow Road, London SE14 6EB  
T: 020 8692 3109 F: 020 8692 3179 E: info@debtfreehaven.com

## Terms and Conditions:

Should you wish to go ahead, please ensure that you sign both copies and return one of these Terms and Conditions back to us. This agreement will commence on the date we have received your necessary initial fees and in receipt of your signed Terms and Conditions. You need to make your payment as set out in your payment schedule, which can be made in the following ways: Standing Order, Bank Transfer or Cheque made payable to 'DebtFree Haven.'. Alternatively, use the paying in slip provided. We have provided you with a payment schedule of fees, which covers the total amount payable under this agreement.

This agreement between you and us is made on the following terms and conditions:

### 1. Definition of Terms

'You': Our Client, whose name is recorded overleaf (and partner where any debts are in joint names)

'Us, We': DebtFree Haven. 207/8 Astra House, 23-25 Arklow Road, New Cross, London, SE14 6EB

'Creditors': Any and all of your unsecured creditors whose details you provide us with that you have told us that you owe money to.

'Period': Our estimate of the minimum period during which our service is in operation (based upon information you have given us)

'Cleared Funds': Any funds we have received by electronic transfer, standing order, cash or postal orders which have not been declined or returned unpaid.

'Disposable Income': The amount of money you have left after paying financial commitments and reasonable living expenses, which can be used to repay creditors each month. This will be based upon information we receive from you, which will include information provided in your FactFinder.

'Service': The service as referred to in 2.1 to be performed by us in respect of this agreement.

'Intellectual Property Rights': The use of any Trade Marks, Patents, Designs, Copyright Material, Logos, Domain Names in any of our literature or advertising materials at any time.

### 2. Agreement

2.1 You have requested and we have agreed to provide you with \_\_\_\_\_ (please refer to leaflet provided) service, to deal with your unsecured debts (not including student loans, fines, current utility bills, spousal/child maintenance) together with administration services in accordance with these terms and conditions (see leaflet provided).

2.2 You authorise us to act on your behalf with your creditors.

2.3 You will send us all supporting documents we may require in order to supply our service.

2.4 You will have a 'cooling off' period of seven working days from the date you return these signed Terms and Conditions. Should you wish to cancel this agreement after the cooling off period as ended you must notify us in writing, as we are unable to accept verbal notification..

2.5 You may also end this agreement at any time and for any reason, by giving us two weeks written notice. If you provide us with written notice to cancel then this agreement will be at an end. However, if you cancel this agreement due to no breach of contract or negligence in our part, we will be entitled to keep an amount of fees that reflects the reasonable costs incurred to date as a result of the cancellation.

2.6 This agreement will continue for the period stated or until you end the agreement, or we end the agreement. If you cancel this agreement due to no breach of contract or negligence in our part, we will be entitled to keep an amount that reflects the reasonable costs we incurred as a result of your cancellation.

2.7 In any case, we will not be responsible for any delays, which happen for reasons beyond our reasonable control.

2.8 This clause does not affect our liability for death or personal injury resulting from our negligence. Nothing in this agreement affects your legal rights.

### 3. Your Responsibilities

3.1 If we are to provide you with the Service, you must co-operate with us, to make sure everything reflects your financial position. You will give us any information we may legitimately request relating to your finances or personal circumstances. This will include, but not be limited to all details of your income and expenditure/expenses, your dependents, your assets, your creditors and all your agreements you have taken out with them, any mortgages or unsecured loans you have along with copies of any judgments made against you; and any other enforcement action. Using this information we will work on your behalf.

3.2 You will endeavour to ensure that all the information you provide to us is, to the best of your knowledge, accurate and not misleading.

3.3 You will make payment to us promptly, in full to us each month as set out in your payment schedule.

3.4 You will sign any necessary forms of authority or other documents we may reasonably require, so that we may carry out our obligations under this agreement.

3.5 You will promptly provide us with copies of correspondence you receive from your creditors and provide us with details of any dealings you may have had with any creditors, whether we are in contact with them on your behalf.

3.6 You should not ignore correspondence or any other communications from your creditors or any person acting on behalf of a creditor. However, you should send us a copy any correspondence received in order for us to act on it promptly.



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3.7 If you have any previous court orders/claim forms/demands etc from your creditors prior to joining DebtFree Haven, we cannot be held responsible for the outcome or actions that these creditors may take as it may be beyond our control. DebtFree Haven will still strive to help you with these actions although cannot guarantee anything in regards to them.

3.8 You authorise us to liaise and exchange Personal Information with your creditors or their authorised agents on your behalf. To let them know about your financial circumstances, our involvement and make arrangements with them in relation to the debt or debts you owe; so that we can provide you with the Service.

3.9 You agree to provide us with the necessary information and documentation (if requested) to enable us to ensure that our client verification requirements are met.

3.10 Our advice and recommendations are made on information disclosed. Where you have not disclosed all information with regard to your financial circumstances, we cannot accept responsibility for any adverse consequences of non disclosure.

3.11 You must continue to meet all priority bills payments. These include rent/mortgage, council tax, utility bills etc.

3.12 You agree to continue making regular payments to your creditor's until your first payment to us is cleared.

#### 4. Our Responsibilities

4.1 We will keep you regularly updated of our dealings with your creditors and progress.

4.2 Act on your instructions at all times in accordance with all relevant legislation.

4.3 Negotiate with your creditors and/or their representative on your behalf.

4.4 If required, we will hold any funds on account and make payments to your creditors on your behalf.

4.5 We will review your finances covering your income, expenditure, debts and assets. These must include all debts secured on property or goods which we will take into consideration but cannot negotiate reduced payments on.

4.6 During the process some creditors may continue to charge interest and other recovery charges. We cannot always prevent these charges being levied.

4.7 We can only provide advice on the service that we offer.

4.8 We take any complaints regarding our practices very seriously. Complaints may be sent in writing to our Office Manager at our above address. The Office Manager will investigate the matter and return a response within 28 days.

4.9 We will provide advice and discuss services we offer in regards to your financial difficulties. However we cannot give any guarantees to the timescale in which your solution will be complete or in respect to the outcome of creditor negotiations. (This is not applicable to Bankruptcy clients).

4.10 We do not give you legal advice.

4.11 Carry out a review of your financial commitments every six months.

4.12 We will make payments to your creditors on your behalf within 5 working days of receiving cleared funds.

#### 5. Payment

5.1 You will need to make your first agreed payment of fees in order for us to commence work on your case. No work will be carried out until this payment has cleared. All subsequent payments thereafter should be made as detailed in your payment schedule.

5.2 Payment must be cleared funds into our bank account by way of Standing Order, Bank Transfer, Cheque or Cash.

5.3 If your circumstances change therefore requiring a change in your solution, then DebtFree Haven would review our service and fees to you and any further work carried out would require a new agreement with us.

#### 6. Termination of Agreement

6.1 You have the right to cancel this agreement under clause 2.5.

6.2 We may end this agreement by giving you two weeks written notice if any of the following happens and we tell you the reason for the notice, if you:

- a. Fail to maintain your payment schedule. After two months missed payments a default notice will be issued which would see your agreement automatically terminated two weeks from that date if payment is still not made.
- b. Fail in any way to do what you agree to in clause 3 above and do not rectify the problem within seven days of us telling you about it.
- c. If the information you have given us turns out to be or we suspect that it is materially incorrect, fraudulent or otherwise misleading.
- d. If you die or (if you include more than one person) one of you dies.
- e. If you do or fail to do something, which in our reasonable opinion could damage our reputation or otherwise bring us into disrepute.
- f. When this agreement ends, our duties and obligations under this agreement will come to an end. You will no longer be obligated to make payment to us.
- g. Any further work outside this agreement will incur a fee.



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#### 7. Data Protection & Privacy Statement

7.1 We know how important it is to protect your Personal Information. Under the Data Protection Act 1998 we hold all the safeguards required to protect your information. When you apply for our Service, you will provide us with information about your financial and personal circumstances ('Personal Information'). Any information you give to us will be confidential. This Personal Information will only be passed on to your creditors and such third parties as are required to know it for the purpose of performing our obligations under this agreement. We will not pass the information on to anyone else without your permission, except in accordance with our data protection statement and to the creditors you have authorised us to deal with or their authorised agents, or both. We will process your Personal Information in accordance with the terms and for the purposes of this agreement.

7.2 We may communicate with you by any means including post, telephone, fax, email or SMS text using the contact details that you have provided us with. We may also transfer your data to countries outside the European Economic Area for the purpose of providing our service to you.

7.3 We may also use your Personal Information for marketing purposes to identify and provide you by post, telephone, fax, email or SMS text with details of similar products and services which we offer.

7.4 By signing and returning this form you will be giving consent for your details to be used as stated. You can tell us if you do not want to receive marketing information from us.

7.5 You may ask us for a copy of the information we hold about you. You can do this by writing to us. Please note that under the Data Protection Act 1998 we may charge you a maximum fee of £10.00 for this request. You may also ask us to amend your personal information if it is inaccurate.

7.6 We may change our privacy policy from time to time, details of which can be found on our website [www.debtfreehaven.co.uk](http://www.debtfreehaven.co.uk)