

1 PTD TERMS AND CONDITIONS

The terms of this agreement are set out in the following terms and conditions. These are important. You should read them carefully to make sure you're happy with them. If there is anything you do not understand you should seek advice.

The agreement between you and us is made on the following terms and conditions.

1.1 Definition of Terms

- 1.1.1 You – The person or people entering into this legal arrangement.
Us and We – Curtis Faraday Limited - Registered Office: 7 Park Street, Manchester, M3 1EU. Financial Conduct Authority Number 628015. Data Protection Registration Number Z1395326. (Or anyone to whom We transfer our rights and obligations to whilst party to this agreement).
Creditors - Any and all of your unsecured creditors whose details You will provide to Us who are included in your Trust Deed.
Financial Statement - Details of your incomings and outgoings, dependants and creditors.
Legal Arrangement - A legally binding arrangement between You and your Creditors.
Administration Payment means the amount You will pay to Us in order for Us to commence the Trust Deed Advisory Service and being an amount equal to your monthly disposable income based on information You provide to Us in the application process. It will be used to cover our initial costs in assessing and analysing your financial position in order to advise on the most appropriate option to deal with your particular situation. The Administration Payment is retained by Us and will not be allocated towards your Trust Deed or paid to your creditors.
'Insolvency Practitioner' means the licensed insolvency practitioner We introduce You to.

1.2 Agreement

- 1.2.1 You have asked Us and We have agreed to introduce You to an Insolvency Practitioner who may or may not be employed by Us.
1.2.2 (i) This Agreement will start once You confirm your acceptance of these terms and conditions either by returning the necessary client authority form.
(ii) This Agreement will start on receipt by Us of the Administration Fee from You if this is earlier than 1.2.2a

1.3 Your Responsibilities

- 1.3.1 You will provide to Us on request with information relating to your finances. This will include but will not be limited to details of your income and expenditure, your Creditors and any agreements You have with them, any loans or mortgages You have, your dependants and any judgements made against You or any other enforcement action being taken against You.
1.3.2 You will sign any necessary client authority form or any other documents so that We may negotiate with your Creditors on your behalf.
1.3.3 You will pass originals or copies of all correspondence from your Creditors to Us and keep Us informed of any dealings You have with any Creditors, whether We are negotiating with them or not. Once the Legal arrangement has been agreed, You will not make any expenditure over and above your reasonable living expenses as calculated in the Financial Statement. You will not use your credit cards nor incur further debts.
1.3.4 You will agree to supply any further information that is fundamental to the establishment of the arrangement and is reasonably required. Failure to supply such information or the supply of false or fraudulent information will result in the arrangement being rejected and the termination of this agreement. If the agreement is terminated under these circumstances You will be responsible for all reasonable costs incurred by Us and our preferred Insolvency Practitioner.

1.4 Our Responsibilities - We Will

- 1.4.1 We will open negotiations on your behalf with a view to undertaking a Trust Deed with your creditors.
1.4.2 We and our preferred Insolvency Practitioners, will use all reasonable endeavours to obtain a satisfactory arrangement with your creditors on your behalf.
1.4.3 We will ask You to agree to notify Us as soon as possible of any material changes in your circumstances. We will further ask You to agree that We can review the terms and conditions of the Agreement and your financial situation following your notifying Us of such changes in your circumstances. Should such a change in circumstances prevent Us from continuing to act for You, We agree to return all your paperwork to You as soon as practicable. In these circumstances We shall have the right to deduct any reasonable costs incurred to date from any refund due to You.
1.4.4 If, for whatever reason, you do not enter into a Trust Deed, We may refer other services to you. If you accept these other services then your advisory fee will be transferred to these other services. If for any reason you decline these other services We agree to return all your paperwork to You as soon as practicable. In these circumstances We shall have the right to deduct any reasonable costs incurred to date from any refund due to You.

1.5 Our responsibilities – We Will Not

- 1.5.1 We will not lend you any further monies or offer credit facilities.
1.5.2 We will not be able to assist on secured debts such as secured loans, mortgages, hire purchase plus any other similar debts.
1.5.3 We will not give You legal advice.
1.5.4 It is not normal practice for Us to arrange for a representative to attend a court hearing on your behalf.

1.6 Termination of agreement

- 1.6.1 If for any reason You wish to cancel We offer a fourteen day cooling-off period from the date of this letter in which We offer a full refund of any fees which We have taken.
- 1.6.2 After the fourteen day cooling off period You may end this agreement by giving Us four weeks notice in writing.
- 1.6.3 We may end this agreement by giving You four weeks notice in writing if any one of the following things happens:
- (i) - You breach this agreement and do not remedy the breach within seven days of our bringing the breach to your attention;
 - (ii) - A bankruptcy petition is issued against you;
 - (iii) - Where the information provided to Us is knowingly incorrect;
 - (iv) - 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
 - (v) - If We are affected by Force Majeure.
- 1.6.4 Upon Termination of the Agreement, You will still be liable for any amounts outstanding that is owed to your creditors over and above the payments made to them during the Arrangement.