

Authorisation Form Protected Trust Deed (PTD) Service

200710

Terms of business - PTD Service

Before you sign - What are the terms of our agreement?

The terms of this agreement are set out in full below. These are important. **You** should read them carefully to make sure that **you** fully understand them. If there is anything, **you** do not understand **you** should seek advice. When **you** sign these terms of business, **you** are agreeing to be bound by them.

What do I have to do to begin the service?

If **you** want to go ahead, please sign these terms of business, return them to **us** and make the necessary arrangements to pay the **Administration Payment**.

What happens after I have returned the terms of business?

The contract between **you** and **us** will commence on the date **you** return **your** signed copy of these terms of business. Once we have received your administration payment, our service to **you** will begin at that time.

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

1 Definition of terms

'**We, us**' means Baines and Ernst Limited (or anyone to whom **we** transfer or assign our rights and obligations under this agreement).

'**You**' means the person or people whose names are listed below.

'**Creditors**' mean all the organisations or people, or both; **you** have told **us** **you** owe money to.

'**Administration Payment**' means the amount **you** will pay to **us** in order for **us** to commence the PTD 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 collecting and reviewing your documentation and for our professional services in liaising with your creditors. The **Administration Payment** is unrelated to the contributions, which **you** will be required to make to your PTD.

'**Insolvency Practitioner**' means the licensed insolvency practitioner **we** introduce **you** to in line with clause 3c.

'**PTD Service**' means the services **we** provide to **you** in connection with **your proposed** PTD as further defined in clause 3

2 Agreement

2a **You** have asked **us**, and **we** have agreed to introduce **you** to an **insolvency practitioner** who may or may not be employed by **us**.

2b **This** agreement will commence on the date **you** return these terms of business. Once **we** have received your signed copy of these terms of business and payment instruction for the Administration Payment, the **PTD Service** will begin at that time. However, pursuant to clause 8, this agreement may be cancelled by **you** or **us**.

2c **We** do not have to provide the **PTD Service** to **you** unless; **you** have signed and returned a copy of these terms of business; returned the required supporting documentation; and paid the **Administration Payment**.

3 What we do

3a **We** will liaise with **you** as necessary so **we** can provide the **PTD Service**.

3b **We** will ask **you** to pass **us** copies of all correspondence **you** have received from your **creditors** and let **us** know about any dealings **you** may have with these **creditors**.

3c **We** will introduce **you** to a qualified **Insolvency Practitioner**, who may or may not be employed by **us**. Once introduced to the Insolvency Practitioner it will be the Insolvency Practitioner's responsibility to liaise with **you** and your creditors.

3d If, for whatever reason, **you** do not enter into a Trust Deed **we** may refer other services to **you**. Should your PTD Proposal not be accepted by your creditors the Insolvency Practitioner may refer your case to an independent third party for further negotiation with your creditors, including ultimate referral to the Financial Ombudsman Service. Acting in good faith, **we** are not responsible for any acts from these services.

4 What we do not do

4a **We** do not lend **you** money or give **you** any credit facilities.

4b **We** do not give **you** legal advice.

4c **We** do not give **you** advice on how to, or contact your **creditors** in order to: restructure your debts; or change your debt repayments; or settle your debts early.

5 What you will do until such time as you are introduced to an Insolvency Practitioner

5a **You** agree to co-operate fully with **us** and follow our reasonable instructions so that **we** can provide the **PTD Service** to **you**.

5b **You** agree to refrain from taking out or procuring the advance of further credit from whatever source, or entering into any kind of credit agreement.

5c **You** agree to sign any necessary forms of authority or other documents so that **we** may carry out our obligations under this agreement.

5d **You** will promptly supply **us** with copies of all correspondence **you** have received from your **creditors** and let **us** know about any direct dealings **you** may have with your **creditors**.

5e So that **we** may inform the **insolvency practitioner** on your behalf, **you** will provide **us** with any information which **we** may legitimately request relating to your finances or personal circumstances.

5f **You** will endeavour to ensure that all information **you** provide to **us** is, to the best of your knowledge, accurate and not misleading. Such information will include, but will not be limited to

- evidence of your income and expenses, the number of dependants together with details of any assets **you** own;
- details of your **creditors** and copies of all agreements **you** have taken out with them;
- evidence of any mortgages or secured loans **you** have;
- Copies of any decrees made or pending against **you**; and any other enforcement action.

5g **You** agree not to ignore correspondence or any other communications from your **creditors** or any person acting on behalf of a **creditor**. **You** will provide **us** with copies of all correspondence **you** have received from your **creditors** within two working days of receipt and provide **us** with details of any dealings **you** may have had with these **creditors** as part of the **PTD Service**.

5h **You** agree not to enter into direct negotiations with any of your **creditors** (unless requested in writing by **us**) or act in such a way as to prevent **us** or your **insolvency practitioner** from fulfilling our obligations under this agreement.

5i **You** must inform **us** as soon as reasonably practicable about any changes in your finances or personal circumstances as this may impact on your disposable income and the viability of your PTD.

5j By signing these terms of business, **you** authorise **us** to liaise and exchange Personal Information with your **insolvency practitioner** so

5k **We** may need to contact your **creditors** in order to obtain further information about **you**. By signing these terms of business, **you** authorise **us** to contact your **creditors** or their authorised agents in order to obtain this Information.

5l **You** agree to provide **us** with the necessary information and documentation to enable **us** to ensure that our Anti-Money Laundering verification requirements are met. **We** take no responsibility for any delay in providing **you** with our service where such verification remains outstanding.

5m **You** accept that the **Administration Payment** is unrelated to the specific contributions **you** will be required to make towards your PTD (the number and value of the contributions will be agreed with your Insolvency Practitioner).

5n Based solely on the initial information **you** have provided to **us**, **we** will calculate a potential monthly contribution which **you** will be expected to pay towards your PTD. This figure may change if prior to passing the case to an Insolvency Practitioner **you** provide **us** with more detailed information about your financial circumstances which affects the accuracy of information **you** have already provided to **us**. **You acknowledge that the provision of materially inaccurate or misleading information may lead to your PTD proposal being rejected.**

5o **We** wish to grant **you** a 'cooling-off' period. During the period of seven working days from the date **you** return these terms of business to **us**, **you** may cancel the agreement by sending written notice by registered post to Baines and Ernst Ltd., Queens House, Queen Street, Manchester M2 5HT or by Faxing **us** on 0870 094 1034. The agreement will then be at an end and **we** will refund **you** in full, all monies which **you** have paid **us** and which have cleared through our general client bank account (including your **Administration Payment**). Please note **we** are unable to accept verbal cancellation instructions and **we** will only accept signed written notification from **you**.

6 Fees and costs

6a **Your attention is specifically drawn to this clause 6.** At any time following expiration of the 7 day 'cooling-off' period and in the event **you** have not, during the cooling-off period, notified **us** in writing of **your** intention to terminate this agreement with **us**, if for any reason your PTD does not proceed, whether by termination of this agreement or otherwise, **we** shall be entitled to retain in full the **Administration Payment**.

6b In addition to the above, **we** shall, at our sole discretion, be entitled to charge **you** for all reasonable fees, costs, and expenses (including legal fees) incurred by **us** up to and including the time this agreement is terminated or **you** are notified that your PTD cannot proceed. This will include all **our** out of pocket expenses. Any amounts **we** charge **you** will be notified to **you** in a detailed fee note and in any event shall be limited to an amount not exceeding £2,000 plus Value Added Tax.

7 Our responsibility

7a **We** will provide the **PTD Service** with reasonable care and skill, but **we** cannot guarantee the result of the **PTD Service** or guarantee that your **PTD** proposal will be accepted by our creditors. The **insolvency practitioner's** professional advice will be independent at all times and as such **we** do not accept responsibility for anything your **insolvency practitioner** does or fails to do, unless they are directly employed by **us**.

7b **Our** total liability for all claims of any kind under this agreement shall not exceed an amount equal to the administration payment you make to **us**.

7c In any case, **we** will not be responsible for any delay or other things, which happen for reasons beyond our reasonable control.

7d This clause does not affect our liability for death or personal injury resulting from **our** negligence. Nothing in this agreement affects your legal rights.

8 How this agreement comes to an end

8a Subject to clause 6, this agreement may be terminated by **you or us** at any time by giving two weeks' written notice. Furthermore, **we** may terminate this agreement with immediate effect in the event of the following.

1 If **you** fail in any important way to do what **you** agree to do in clause 5 above within seven days of **us** telling **you** about it.

2 If the information **you** have given **us** is in any material way incorrect, fraudulent or otherwise misleading.

3 If **we** cannot perform our obligations under this agreement because of something beyond our reasonable control. In this case, **we** will do everything **we** reasonably can to let **you** know as soon as possible.

4 **You** do or fail to do something which in **our** reasonable opinion could damage **our** reputation or that of your **insolvency practitioner** or otherwise bring **us** or your **insolvency practitioner** into disrepute.

8b In any event this agreement will come to an end when an Insolvency Practitioner has accepted your case to be put forward to your creditors.

9 Other information

9a When **you** apply for our **PTD 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 **insolvency practitioner**, your creditors and such third parties as are required to know it for the purposes of performing the obligations under this agreement. **We** will not pass this information to anyone else without your express permission except in accordance with our data protection statement.

9b If at any time **you** are not happy with the service that **we** have given **you**, in the first instance, please telephone the business area you usually deal with in order to explain your concerns. If **you** want to write to us please send your complaint to: Compliance Department, Baines and Ernst Limited, Lloyds House, 18 - 22 Lloyd Street, Manchester. M2 5BE. A copy of our Internal Complaints Procedure is also available upon request from the contact details given above. Using our Internal Complaints Procedure will not affect your legal rights. We are subject to the jurisdiction of the Financial Ombudsman Service (FOS).

9c **You** should keep copies of all documents that **you** send to **us** as **we** carry out all our work on computer-scanned document images to improve our efficiency. If **you** ask **us** at the end of this agreement, **we** will return to **you** scanned images of any documents **you** have sent to us.

9d **We** may subcontract any or all of our obligations under this agreement to another person or organisation. If **we** do this, **we** will still be responsible to **you** under this agreement.

9e **We** may transfer any or all of our rights and obligations under this agreement. If **we** do this, **we** will write to **you** to let **you** know the details.

9f This agreement shall be governed and construed by English law and that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement.

10 Data protection statement

10a **We** know how important it is to protect your Personal Information. Any Personal Information **we** hold will be subject to the appropriate legal safeguards under the Data Protection Act 1998. **We** will process your Personal Information in accordance with the terms and for the purposes of this agreement.

10b **We** may also share Personal Information within our company and with any other associated company within our group in order to fulfil **our** obligations under this agreement. **We** may also share Personal Information with an approved third party, should your **PTD** Proposal not be accepted, to enable further negotiation with your creditors on your behalf, including referral to the FOS. **We** may also transfer your data to countries outside of the European Economic Area for the purposes of providing **our** service to **you**. **We** may also use Personal Information for marketing purposes to identify and provide **you** (by post, telephone, fax, email or SMS text) with details of other similar products and services which **we**, **our** associated companies, or a relevant third party deem could be of interest to **you**. By signing and returning this Form you will be giving your consent for your details to be used in this way. **You** can tell **us** if **you** do not want to receive marketing information from **us**, an associated company or a third party by ticking the appropriate box or writing to the address below. Otherwise, **we** will only disclose Personal Information in accordance with relevant laws or regulations (including fraud prevention). **You** may ask **us** for a copy of the information **we** hold about **you**. **You** should do so by writing to **us** at the address below. 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. **We** may change our privacy policy from time to time. **We** will let **you** know about relevant changes by sending **you** details. Please send requests to: Data Protection Manager Baines and Ernst Limited, Lloyds House 18-22 Lloyd Street Manchester M2 5BE. **We** may record and monitor calls for service quality.

I/we do not wish to be contacted by **you** or **your** associated companies about any other products or services that may be of interest to me. []

I/we do not wish to be contacted by relevant third parties about any other products or services that may be of interest to me.[]

Declaration – Authority to Act

a. I/we confirm that Baines and Ernst Ltd or their representative have my/our full authority to act on my/our behalf in requesting any information regarding my/our financial affairs that they may require.

b. I/we confirm that, to the best of my knowledge, the information given to Baines and Ernst Ltd is correct as at today and that I/we will advise **you** immediately if the information given changes.

c. I/we confirm that **you**, the **Insolvency Practitioner** or their authorised representative have my/our full authority to act on my/our behalf and to request any information regarding my/our financial affairs from my/our creditors or appropriate third parties that they may require. I/we confirm that, to the best of my/our knowledge and belief, the information given to Baines and Ernst is correct and that I/we will advise **you** and the **Insolvency Practitioner** immediately if the information I/we have already provided changes.

Your signature: I/we accept and agree to the terms of business of Baines and Ernst Limited as printed above, and continued over the page, which I/we have read and understand.			
Name:			
Signature:		Date	
Name:			
Signature:		Date	