

# Introduction

These Terms of Business must be read in conjunction with your Debt Management Agreement with Fresh Start UK & TurnDebtAround Ltd. The information in this booklet will help you understand the service we will provide to you whilst in your Debt Management Plan.

We are authorised & regulated by the Financial Conduct Authority (FCA) to provide commercial debt adjustment and debt counselling services.

In accordance with the Financial Conduct Authority (FCA) Guidance, we are committed to being transparent in terms of any fees that we charge to you. This booklet clearly sets out our Terms of Business in conjunction with the Debt Management Agreement (DMA).

We are members of Debt Management Standard Association (DEMSA) and operate to their Code of Conduct. We are committed to ensuring that any business referring clients to us are done so compliantly and with your consent

This booklet contains the following information:

- | Our Client Charter
- | Our Complaint Procedure
- | Glossary of terms to help you understand your Debt Management Agreement (DMA)
- | Important Points to Remember
- | Privacy & Cookie Policy and Data Protection Statement

## Terms of Business – Debt Management Plan

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No small print, just everything  
you need to  
know in one handy document

# Client Charter

Your financial and personal well-being is very important to us and we set very high standards of professional conduct to ensure that our clients get the best possible service from Fresh Start UK and TurnDebtAround.

Our Client Charter sets out our commitment to you, including your rights to cancel at any time or to complain if you are dissatisfied with our service.

## **As part of our commitment to treating customers fairly we promise:**

- i. to act in your best interests, offer all-round debt advice based upon your individual circumstances and to be transparent and fair in all of our dealings with you. We will discuss the full range of debt solutions available to you, including the benefits and risks of each option.
- ii. This document also includes an Information Sheet which sets out your path to access debt advice from free-to-consumer providers <https://www.moneyadvice.service.org.uk/en> - we are a member of Debt Management Standards Association (DEMSA)) whose Code of Conduct can be found at [www.demsa.co.uk/code-of-conduct-2](http://www.demsa.co.uk/code-of-conduct-2)
- iii. to comply with all applicable law
- iv. to only use your information as set out in our Privacy & Cookie Policy and Data Protection Statement.
- v. to comply with the Financial Conduct Authority (FCA), their guidance and The Insolvency Service Debt Management Protocol as may be amended from time to time
- vi. to ensure that our employees are fully trained to provide the service you expect and that they are aware of and comply with; DEMSA's Code of Conduct and the current Financial Conduct Authority (FCA) Guidance Notes

- vii. to ensure that our relevant employees are fully trained to deal with vulnerable clients in accordance with our vulnerable client policy, FCA vulnerable client directives and the MALG Debt & Mental Health Guidance.
- viii. to keep you informed of the outcome of negotiations with your creditors and of any significant developments thereafter where a plan has been agreed, to tell you the balance owed (or if an accurate figure is not known the best estimate), the period of payment needed to clear your debts, the fees payable to us and to provide you with a statement of payments made to creditors on your behalf, to provide you with access to a current statement of your position at least monthly, once you are on a Debt Management Plan (DMP)
- ix. to keep the money you pay to us in a separate Client Account and to pay it to your creditors once received in full, within five (5) working days of clearance or in sufficient time to ensure that payment is made by the agreed payment date or a date agreed following legal action (i.e. date agreed by the court). If you pay weekly, fortnightly or by any other frequency that is not monthly, your payments will be held until the full funds are received
- x. to review your plan at least annually or whenever there is a material change in your financial position. If after the review of your circumstances it becomes apparent that an alternative debt solution (e.g. an Individual Voluntary Arrangement or Bankruptcy) may be in your best interests then any fees associated with switching debt solution will be fully explained in accordance with the Financial Conduct Authority (FCA) guidance
- xi. in the event that you withdraw from the plan, to refund to you any money intended for your creditors which has not already been disbursed by us and inform your creditors within five (5) days that we are no longer acting for you
- xii. to return copy documentation to you at the end of your plan if requested
- xiii. to co-operate with local consumer advisors or anyone appointed by you to act on your behalf with your written authority
- xiv. to disclose on request, our licensed business introducers, service partners or businesses within our Group (e.g. TurnDebtAround Ltd), including any commissions or fees payable to or from them. We will always seek your consent when any additional service is offered.
- xv. to deal with any client complaint in accordance with our complaints procedure available at [info@invocas.com](mailto:info@invocas.com)

# Making a Complaint

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, we hope that you will bring your concern to our attention.

In the event of any complaint being received, you will be provided with details of our complaints handling procedure. We undertake to investigate any complaint carefully and promptly, and to take the appropriate action to resolve the matter and fully discuss the position with you.

In the first instance, we recommend that you discuss any problems with the person responsible for handling your affairs or if you prefer, you can write to us at Invocas Group, GF, 6 Deer Park Avenue, Fairways Business Park, Livingston, EH54 8AF or email us at [info@invocas.com](mailto:info@invocas.com) and we will review matters and report back to you.

We aim to resolve your complaint by close of business on the day after your complaint is logged, however if we are unable to do this then we will issue you with an acknowledgement letter within 5 days and resolve your complaint with 8 weeks.

If, in exceptional circumstances, we do not answer your complaint to your satisfaction, you have the right to take the matter up with the governing body that regulate the conduct of our insolvency practitioners, The Insolvency Practitioners' Association.

Should you be dissatisfied with the outcome of any complaint you have made, then you may also refer the complaint to the Financial Ombudsman Service.

# Glossary

We all know that legal agreements are not always the easiest documents to understand, so this glossary is designed to help you understand what you and we are agreeing to.

## **Additional Services**

The Company may offer additional products and/or services to the client. Services such as but not limited to an Individual Voluntary Arrangement, Trust Deed, Debt Arrangement Scheme, Insurance, Legal Services, Full and Final Settlements, Bankruptcy Services, Loans, Remortgage. Additional products/services may require separate Terms and Conditions which will be provided to you and which will be specific to that particular product or service. Such products/services may be provided by a third party and may incur an additional fee. The company may receive a referral fee from a third party for such referrals. The company agrees to inform the client of the costs of such services prior to the client accepting those products and/or services.

## **Annual Review**

The review which we shall undertake each year to establish whether your circumstances have had any material changes as a result of which it is necessary to renegotiate the terms of your Debt Management Plan (DMP) with your creditors. If your circumstances change during the plan, you must inform us promptly. A review will include the following:

- i. a full review of your income, expenditure, assets and any debts or credit outside of the plan. e.g secured lending
- ii. the fees you pay us and the solutions available to you, such as IVA or Bankruptcy.
- iii. a review of proofs of your income and expenses, usually a recent bank statement.
- iv. any cheques which we have received and cashed where funds are available.

## **Client Account and Cleared Funds**

This is a designated client account from which we will distribute promptly (normally within 5 working days) to your creditors cleared funds as are available. If distributions are delayed beyond 5 days we will notify you of the reason for delay. We will retain all monies received from you, pending distribution of the monies to your creditors, in a separate ring fenced client bank account separate from the funds of the company.

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## **Client Authority Form**

The letter of authority which you sign to give us authority to act on your behalf.

## **Common Financial Statement**

This represents your Statement-of-Affairs that is submitted to your creditors. The Common Financial Statement is a budgeting tool that can be used by licensed advice agencies to make debt repayment offers to creditors on your behalf. It provides an accurate overview of your income, expenditure, assets and liabilities in an industry standard format.

## **Cooling Off Period**

The period of fourteen (14) calendar days starting when you sign the Debt Management Agreement. From this period you have the right to cancel this agreement and receive a refund of all monies you have paid us to that point, excluding any money already paid to creditors.

## **Creditors**

The organisations to whom you owe money that are not priority creditors. This means all of the people or businesses you have told us you owe money to and who are included in your Debt Management Plan.

## **Debt Management Agreement**

The Agreement which forms the contract between you and us for the provision of the Debt Management Services.

## **Debt Management Plan (DMP)**

The arrangement through which we negotiate with your creditors to achieve repayment of your debts.

## **Debt Management Service**

The Services which we provide to you in negotiating with your creditors and managing your payments to them, as more generally described in the Financial Conduct Authority (FCA) Guidance.

## Fees

Our fees are based on the number of active debts in your plan. We charge a Monthly Management Fee from month 1 onwards.

Debts on Plan (Active only) *	Initial /Setup Fees	Monthly Management Fees	Cap on % of fees taken from the DI
1-4	None	£30	50%
5-8		£35	50%
9-11		£40	50%
12-15		£50	50%
16-20		£60	50%
21+		£70	50%

## Monthly Payment

The total monthly amount paid to us by you through the term of your Debt Management Plan.

## Monthly Management Fee

The monthly fee at the current rate in force or as specified in Your Debt Management Plan. The company reserves the right to vary these Terms and Conditions from time to time and will communicate such changes to the client with 30 days notice before making any such changes.

## Monthly Repayment

Represents the payment we disbursed to your creditors.

## Monthly Payment Statement

The statement issued by us which details monies paid to us by you. And the disbursements made by us to your creditors together with details of the monthly management fee. This can be provided in hardcopy or electronically.

## Notice of Termination

If you do not fulfil your agreement with us then we may terminate your agreement. The circumstances in which we may terminate this agreement are:

- i. the monthly payments for distribution to Creditors are not received into our Client Account for a period of three consecutive months or three separate payment failures in a twelve (12) month period; or
- ii. you repeatedly fail to comply with requests for information or documentation, where this is fundamental to the delivery of the service; or
- iii. you become bankrupt, file a bankruptcy petition that results in a bankruptcy order, make an arrangement or composition with your creditors, or
- iv. you make a formal application to a court for protection from your creditors generally.
- v. abusive or threatening behavior by the client towards any employee of the company.
- vi. reasonable suspicion or evidence of fraudulent activity by the client.
- vii. The client may terminate this agreement at any time by giving reasonable notice in writing to the company.
- viii. The client may claim a refund of all fees paid under this agreement if the company has failed to conduct negotiations, on behalf of the client, with reasonable care and skill required by section 13 of the Supply of Goods and Services Act; or is guilty of misrepresentation; or there has been a total failure of consideration.
- ix. We will give you at least four (4) weeks' notice in writing. Upon termination of this agreement by either party we will within five (5) working days notify your Creditors that we are no longer acting for you.
- x. In line with the companies retention policy we will retain documents on file for 72 months following termination of the Agreement. Thereafter, you agree that title in those documents passes to us for the purpose of secure destruction.

## Payment Method

We offer you a range of ways in which you can make your monthly payments. These are Debit Card, Direct Debit Recurring Debit Card, BACS, Direct Debit, Standing Order or Cheque.

## **Recurring Payments**

A Continuous Payments Authority enables us to securely store & use your debit card details for payment. If you pay by this method we will collect any payment or fees due under this agreement in full or in part where full is not possible. Payment amounts and frequencies are outlined in our full agreement but may change where agreed with you or where full payments are overdue. Multiple attempts may be attempted. Full details can be found on our CPA Policy at [www.freshstartltd.com/cpa](http://www.freshstartltd.com/cpa)

## **Priority Creditors**

Those of your creditors for whom we make allowance for you to pay them in full, including an allowance to pay off any arrears within the term of the agreement, each month. Priority creditors include, but are not limited to, mortgage lenders landlords/letting agents in respect of rent, local authorities in respect of council tax, the courts in respect of fines, child maintenance, judgments, utilities, creditors with whom you have secured debts such a hire-purchase or second mortgages.

## **Statement-of-Affairs**

The form detailing your income and expenditure completed by us with the information you provide.

## **Suitability Statement**

The document we send you to identify the best debt solution for your needs based on the information you have provided.

## **Term**

The period from the date you sign your agreement until the conclusion of your Debt Management Plan.

## **Termination**

Cancellation of your Debt Management Agreement in accordance with the termination clause.

## **Transfer of Rights**

Our right to transfer this agreement to a third party provided we give you written prior notice.

## **Value Added Tax or VAT**

All fees are exclusive of any applicable value added tax (VAT). Please note that

## **Glossary**

although provision of our services is currently VAT exempt, this position could change in the future.

## **Variation**

We may vary these Terms of Business from time to time and will write to give you at least thirty (30) days prior notice of any changes. This may be through your Monthly Statement or as a separate written communication.

## **We, Our or Us**

Fresh Start UK Debt Management Limited (Trading as Fresh Start UK) and TurnDebtAround Ltd (Trading as TDA).

## **Our Group, Group of Companies**

Fresh Start UK and TurndebtAround Ltd are subsidiaries of the Invocas Group PLC

## **You or Your**

The clients named on the front of Your Debt Management Agreement (DMA) who are signatories to this agreement.

## **Written Communication**

Means the method by which we will contact you. Written includes post sent by first and second class, as well as by electronic method, including email.

# Important Things to Remember

- | Following our appointment as your DMP provider, we will inform your creditors within ten (10) working days of our appointment (including your informed consent).
- | Once your first monthly payment has cleared, we will send your Statement of Affairs within ten (10) working days. This will summarise your income, expenditure, assets, unsecured creditors included in your debt management plan, the duration, fees payable and other relevant information based upon your Statement of Affairs at the time of issue. At this stage, or any stage of the plan, we may request a copy of your credit file to obtain up-to-date balances, assess the status of your credit file and to complete a holistic review of your financial position.
- | Wherever possible, please quote your Client ID when corresponding with us or your creditors and their appointed debt recovery agents.
- | We will from time to time request up to date balances from your creditors on the accounts included in your Debt Management Plan. We will also ask that further interest & charges be stopped. The outcome will depend on each creditor but it is our experience that the majority of creditors will observe 30-days breathing space from our initial contact with them, allowing us to set-up and negotiate your Debt Management Plan (DMP).
- | We recommend that you stop paying your unsecured creditors included in your (DMP) once we have notified them that we are acting for you. We will advise you when to do this. We will start distributing payments to your creditors within 5-days or receipt of the full agreed monthly payment, from month 1.
- | Please immediately advise us if either a creditor or their agent attempts to re-negotiate a payment arrangement with you once we are appointed.
- | Approximately 30 days after we have contacted your creditors, you will receive a final Statement of Affairs compliant with the Common Financial Statement. Please check this thoroughly and let us know any alterations needed or error, as this forms the basis of the repayments that we will propose to your unsecured creditors.
- | We will confirm to you, in writing, how much your monthly payment will be and when and ways in which you can pay it. We have a high success rate of getting creditors to freeze interest & charges during a DMP but there is no guarantee,

- | You must prioritise payments, such as mortgage/rent, council tax, water rates, utility bills and car finance, including arrears, before any unsecured borrowings such as credit or store cards and personal loans. Allowances are made for these in your monthly budget planner.
- | If you have already missed payments it is likely that your creditors have recorded the information on your credit file. Any changes to the contractual payments and any default notices issued will be recorded on your credit file for 6 (six) years. Until you have cleared your debts, or you are able to resume full contractual repayments, it is unlikely that you will be able to obtain further credit in the short-term and in some instances in the medium to long term either.
- | Your creditors still have the option to use the county court (in Scotland/Northern Ireland the Sherriff Court/Northern Ireland Court Service) system to pursue their claim against you at any time. They may also issue a default notice under the Consumer Credit Act 1974 (as updated in 2006). They may precede this with statutory letters that should not be ignored.
- | If the creditor chooses to sell a debt that is subject to a DMP, the debt-buyer is generally obliged to honour the existing plan for as long as it operates in accordance with the negotiated terms. It is essential that you inform us immediately if you are notified of a debt assignment so we can contact them.
- | Any monies paid to us will be paid into a Client Account. We will disburse funds to your creditors in sufficient time to ensure that payment is made by the agreed date, subject to cleared funds, and in accordance with the Financial Conduct Authority (FCA) Guidance. All creditors and their agents are obliged to accept our payments.
- | You have consented for us to deduct any Monthly Management Fees, arrears or other notified contractual fees which may fall due, from the Client Account.. These will be detailed on your Payment Statement and are explained in the Terms of Business.
- | It is your right to communicate with your creditors at any time but we recommend that you keep calls short, polite and always advise the creditor or their agent of our appointment, quoting your Client ID. Please forward any postal communication you receive from creditors, their debt collectors or their legal agents to your Account Manager. We will hold this electronically on your case record.
- | Reviews are conducted by us annually, either upon the anniversary of the start

date of your DMP or the last review date. Your creditors may periodically request reviews. We may periodically request up-to-date copies of your income and expenditure evidence and credit file. Please do not ignore any of these requests. If reviews are delayed or missed the creditors can terminate any payment arrangements that we have negotiated.

- It is important that you promptly respond to any request for signed documentation or additional information regarding your creditors. Any delay in response may affect the outcome of our negotiations with your creditors.

## Data Protection Policy – how we will use your information

We will process your information in accordance with Data Protection Legislation which means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), and all applicable laws and regulations relating to the processing of personal data and privacy, and any codes of conduct.

The Company and the Creditor may use Encrypted Transfer to share data with one another electronically to assist in providing Services to you under this Agreement. The Company will ensure that information is processed in accordance with a Data Protection Agreement completed and signed by both parties, prior to Encrypted Transfer taking place. If you would like to request a copy of the information that we hold about You, You should submit a Subject Access Request addressed to the Compliance Officer, enclosing a fee of £10 (ten pounds).

# Cookie & Privacy Policy

Invocas Group plc and its subsidiaries are committed to protecting your privacy online and ensuring that all personal data is collected and stored in accordance with the Data Protection Act 1998.

We automatically log each visitor's domain and IP address to help better understand site usage, so that we may improve our service to you. We do not identify the user but only the computer that is being used to view the site.

### Cookies

We use cookies to temporarily store information. Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies are useful because they allow a website to recognise a user's device.

Cookies are specific to the server that created them and cannot legally be accessed by other servers, which means they cannot be used to track your movements around the web.

You can read more about cookies at: [www.aboutcookies.org](http://www.aboutcookies.org)

### Cookies and Invocas Group Websites

The Invocas Group plc websites only use third party 'performance cookies', which enable us to gather and analyse web statistics.

### Performance Cookies

These cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works.

By using our websites, you agree that we can place these types of cookies on your device.

## **Managing Cookies**

You can disable cookies by changing the setting on your browser which accepts or rejects the various types of cookies used by website operators. However, if you set your browser to reject cookies, you may be unable to access certain parts / functions of a website. Unless you have adjusted your browser setting so that it will refuse cookies, our systems will issue cookies when you enter our sites.

For instructions on how to manage your browser cookie settings, have a look at the 'how to control cookies' and 'How to delete cookies' pages at: [www.aboutcookies.org](http://www.aboutcookies.org)

## **Personal Data**

We have taken relevant security measures to protect any personal data received from loss, misuse and alterations of customer data under our control. While we cannot guarantee that loss, misuse or alterations of data will not occur, we use our best efforts to prevent this.

When requesting information, you may be asked for your email address, and/or your name and postal address in order to send this information to you. We will not pass your details to any third parties unless it is in relation to the services you have requested we carry out on your behalf. We may pass your details to another group company in connection with any services you have requested we carry out on your behalf.

## **How we use your Personal Data**

The Invocas Group PLC and our business partners may use your information to advise you and to administer a debt solution. We may also contact you to tell you about relevant products or services that we think may be of interest to you. Should you wish to discuss our privacy and data protection policy or to unsubscribe please email: [info@invocas.com](mailto:info@invocas.com)

