

Terms of Engagement

Your Debt Payment Programme under the Debt Arrangement Scheme

Introduction

If you decide to use our services, these terms and conditions will form an agreement between:

- You, the person or people named in the Debt Payment Programme; and
- Us, Gregory Pennington Limited.

Read these terms and conditions carefully and ask Us if there's anything you're not sure about. If You are happy with these terms and conditions and want to use our Services, sign the enclosed Client Authority Form and send it back to Us at:

**Think Park, Mosley Road
Trafford Park, Manchester M17 1FQ.**

Keep your copy of these terms and conditions for future reference. They are also on our website at:

www.gregorypennington.co.uk/about/terms-and-conditions/.

About Us

Gregory Pennington Limited is authorised and regulated by the Financial conduct Authority in respect of our consumer-credit related activities. Our Money Advisers are approved by the DAS Administrator to advise, make applications and administer Debt Payment Programmes under the Debt Arrangement Scheme (Scotland).

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1. Our services – what We will do

- a) We will first advise You, and then, where appropriate, We will help You to submit an application for approval of a Debt Payment Programme (DPP) under the Debt Arrangement Scheme (Scotland) (an “Application”) to your unsecured creditors. If your Application is approved, we will deal with the ongoing administration of your DPP.
- b) We will agree a Regular Payment that you can afford, based on your income, outgoings and living expenses and using industry recognised income and expenditure guidance and trigger figures. The Regular Payment is the amount you must pay us in each Payment Period for your DPP.
- c) We will agree a Payment Period with you. This is how often you will pay your Regular Payment. If your main income is paid monthly, your Payment Period will normally be monthly (that is, you will make the Regular Payment every month). If your main income is paid weekly, fortnightly or four-weekly, your Payment Period will normally be four-weekly (that is, you will make the Regular Payment every four weeks).
- d) We will review your financial situation at least once a year to make sure the DPP is still a suitable way for you to pay off your Creditors, and to review the amount of your Regular Payment. We might review your DPP sooner if you tell us your circumstances have changed or if we believe your circumstances may have changed. The amount of your Regular Payment (and therefore how long your DPP is expected to last) may reduce or increase as your circumstances change.
- e) **Intimation.**
We will advise and, if appropriate or because You ask Us to, register an intimation in the DAS Register whilst We assess your circumstances and prepare an Application. This is formal notice of your intention to apply for a DPP. Once your intimation is recorded in the DAS Register, You are protected from action by your Creditors for six weeks. You can still decide not to apply for a DPP after registering an intimation, but You cannot register any further intimation for the next twelve months. You can still apply for approval of a DPP in that time.

f) Variation of your DPP.

We will advise and, if appropriate, prepare and submit an application to vary the terms of your DPP on your behalf, if:

- i. When we complete a review, your situation has changed so that You can no longer afford the agreed payments to the DPP, or if You can afford to increase your payments to the DPP; or
- ii. A debt that You owed when your DPP was approved was not included in the DPP in error, or if a future or contingent debt that couldn't be valued when your DPP was approved later becomes payable;
- iii. You have had an emergency and need credit to pay an essential requirement;
- iv. a Creditor tells Us that a Debt You owed when your DPP was approved has been paid in full and needs to be removed;
- v. You can no longer comply with a discretionary condition that was applied to your DPP on approval; or
- vi. You ask Us to change your Payment Period.

We will try to agree the terms of your proposed variation with your Creditors before we ask the DAS Administrator for approval.

g) Payment Break.

We will advise and, if appropriate, prepare and submit an application for a payment break of up to 6 months if, during your DPP, You have a short term and temporary change in your circumstances that reduces the amount you can afford to pay into your DPP by half or more, and your reduction in income is due to:

- i. Your unemployment or a change in your employment, or
- ii. Maternity, paternity, adoption leave or to care for a dependant, or
- iii. Your illness, or
- iv. Separation, divorce or the dissolution of your civil partnership, or

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v. The death of a person with whom You shared care.

If your application for a payment break is approved, your obligation to make payments to the DPP is suspended for 6 months and the term of the DPP is extended for the same period.

h) Applications for Composition.

We will advise and, if appropriate, prepare and submit an application for the composition of your DPP. If an application for composition is approved, your DPP and any remaining liability to your Creditors under the DPP ends. You can only apply for composition of a DPP if you meet qualifying criteria set by the DAS Administrator (at this time, that it has been twelve years or more since the DPP was approved and You have repaid at least 70% of the amount you owed your Creditors when your DPP was approved).

We will try to agree any application for composition with your Creditors before we ask the DAS Administrator for approval.

i) Payment Distributor.

Your Regular Payments will be collected and distributed by a Payments Distributor. We will appoint Think Link to act on our behalf as the Payments Distributor in relation to your DPP.

j) If this agreement is for a DPP in joint names, we will take instructions from either one of You, but we will treat them as instructions from both of You without speaking to the other person.

k) We may pay a commission or other payment to the person or firm who introduced You to us.

2. Your Responsibilities

a) You must tell us about your current and future circumstances including:

- i. your income
- ii. your living arrangements and living costs
- iii. what you spend your money on
- iv. who you support financially
- v. who you owe money to (including any future debts), and

vi. any action your Creditors have/are taking to recover their debts.

- b) The information You give Us must be complete, accurate and truthful. It will form the basis of your Application and we will use it to provide the Services.
- c) If we ask you to, You must give us proof of the information you have given us for example, we will ask you to send copies of payslips and bank statements.
- d) You must check that your employment will not be affected if you enter into a DPP.
- e) You must make payments to all your 'priority debts' like your rent, mortgage, secured loans, council tax bill, gas, electricity or water bills, court fines, income tax and child support payments, as they fall due. These debts will not normally be included in your DPP.
- f) You must, if relevant, budget for periodic costs such as vehicle road tax, servicing and maintenance costs. When We agree the amount of your Regular Payment, We will make an allowance in your financial statement for any anticipated costs. You will not be able to apply for a payment holiday to pay these expenses.
- g) You must pay your Regular Payment in full and on time in each Payment Period. Your first Regular Payment if your DPP is approved must be paid by Direct Debit or, if the DAS Administrator requires it, by payment mandate to your employer, to Think Link in good time so that the payment can be sent and received by your Creditors within the 42 days immediately following the date of approval.
- h) You must comply with any conditions that the DAS Administrator imposes when your DPP is approved.
- i) You must co-operate with Us and respond as soon as possible to our reasonable instructions or requests for information, including that you must:
 - i. Tell Us within 7 days of any change of address or if your financial situation changes (including your income) during your DPP, and

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- ii. Provide Us, within 10 days of receiving our written request, such information that We reasonably require about your income, assets or liabilities.
- j) You must keep and send Us copies of your wage slips, P60, benefit letters or other proof of income to allow us to carry out your annual review.
- k) You must tell Us if you want us to return any of the documents You send Us. We scan any documents we receive about your DPP and store electronic images of them. We will destroy the original documents unless You asked Us not to before You sent them to Us.
- l) Other than by making the required payments to the DPP, You must not make any other payments to your Creditors who are included in the DPP. Contact Us if You wish to make an overpayment or lump sum payment to your Creditors or if You are able to increase your Regular Payment.
- m) You must not borrow any further amount while your DPP is in place, except in very limited and special circumstances if you have spoken to Us first and We have agreed.
- n) You must not enter into a Trust Deed.
- o) You acknowledge that if You do not carry out your responsibilities under an approved DPP, it may be revoked.

If your DPP is revoked, your Creditors are no longer prevented from taking action against You to recover their debt or from applying interest and charges to your accounts. Your Creditors will not be required to write off any interest and charges that were frozen during the period that your DPP was approved. Revocation of a DPP also constitutes apparent insolvency; this allows a creditor to satisfy the grounds to be able to petition the court for your sequestration.

3. Our fees – what you will pay for our service

- a) You will pay Us:
 - i. a one-off preparatory fee equal to the amount of your first Regular Payment, normally payable before We will submit an Application on your behalf, and
 - ii. A management fee of 15% of your agreed Regular Payment (subject to a minimum of £32.50 and a maximum of £90) for each Payment Period that We provide the Services to You.
- b) You must pay the management fee for each Payment Period while our agreement continues. It is due on the same date your Regular Payment to the DPP is due, and it will normally be deducted from your Regular Payment and paid to Us when it is distributed by the Payment Distributor as set out in section 11 'Making your payments to the DPP'.
- c) If You pay less than your agreed Regular Payment, and there is not enough money to pay our fees in full for that Payment Period, We will take a lower fee. We will still be entitled to payment of the balance of our fee ("Fee Arrears") from your future payments to the DPP. When Think Link deduct Fee Arrears from your future payments, they will still make sure that at least 51% of your payment in that Payment Period is used to pay your Creditors.

4. How long our agreement will last

- a) Our agreement starts when We receive a signed Client Authority Form from You confirming that You agree to these terms and conditions and want Us to provide the Services to You.
- b) It will carry on until:
 - i. Your Application for a DPP is withdrawn or rejected, or
 - ii. Your approved DPP comes to an end, or
 - iii. You or We cancel our Agreement, or
 - iv. You enter into any formal insolvency procedure such as sequestration whichever happens first.

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5. How You can end our agreement

- a) You can end the agreement between You and Us at any time and for any reason.
- b) If You change your mind about using our service and end the agreement within the first 14 days (starting on the day after the agreement starts), we will refund any fees You have already paid. This is a right you have under the Financial Services (Distance Marketing) Regulations 2004.
- c) If You want to end this agreement, You can;
 - write to Us at our address shown in the introduction to these terms;
 - phone Us on **0161 672 89 89** or
 - send an email to:
contactus@gregorypennington.co.uk.

6. How We can end our agreement

- a) We may end this Agreement if You:
 - i. do not co-operate with Us when We reasonably ask You to provide information or do something that is necessary for Us to provide the Services to You;
 - ii. have seriously or repeatedly failed to do the things You must do, as set out in section 2, 'What You must do'; or
 - iii. ask Us (directly or indirectly through your actions or information You provide) to mislead your lenders about your true financial position.
- b) If We end this agreement, We will write to or email You first to give You at least 14 days' notice before We stop providing the Service.

7. What happens when our agreement ends

- a) When this agreement ends, We will stop providing our Service to You.
- b) If your DPP has been approved, it will continue after You cancel our Services until such time as your Creditors are repaid or your DPP is revoked, and it will be administered by the DAS Administrator, unless or

until You appoint an alternative continuing Money Adviser and tell the DAS Administrator of their appointment.

- c) You must write to the DAS Administrator to tell them that You no longer have a continuing Money Adviser.

8. Cancelling your application for a DPP

- a) You can withdraw your Application for a DPP at any time before your DPP is approved or rejected by your Creditors. The DPP can be approved at any time during the 21 days after the Application is submitted. You must tell Us immediately if You decide that You want to withdraw your Application.

9. Cancelling your approved DPP

- a) You can ask us to make an application to cancel or 'revoke' your DPP at any time if the necessary conditions are met.
- b) You (or your Creditors) can ask the DAS Administrator to revoke Your DPP if:
 - i. You fail, without good reason, to satisfy a condition of the DPP, or
 - ii. You have knowingly made an untrue statement when You applied for approval or variation of your DPP, or
 - iii. You are or have been unable to make your Regular Payments under the DPP, and the equivalent of at least 2 months' Regular Payments are outstanding and due, or
 - iv. You have a joint DPP, and You are no longer together with your spouse or partner.

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10. How We will use your Personal Information

- a) We will only collect, use and share information from and about You if We:
- have your agreement,
 - have a legal, regulatory or contractual reason to do so,
 - are under a public obligation to do so, or
 - believe that processing your information is reasonable and does not affect your rights.
- b) The information We will collect from You is likely to include:
- your personal details (e.g. name, date of birth)
 - address details
 - contact details (e.g. phone number, email)
 - financial information
 - employment information
 - information on how you use our website(s) and products and services
 - special categories of data (as defined by data protection law including information about physical or mental health, sexual life, religious beliefs, race or ethnic origin, political opinions, trade union membership or biometric data). We will only collect and store this information where we have agreed it with you first, or we have a legal obligation to do so, and it is necessary to provide the Services. Information relating to criminal convictions or offences may only be used by us as authorised by law.
- c) We may use your personal information in the following ways:
- to consider and process any applications You make for any products or services We offer;
 - to administer and operate the products and services We provide;
 - to share with companies who provide us with services, for example, printing providers, IT service providers, banks and finance companies;
 - to prevent and detect crime including anti-money laundering, terrorist financing, financial sanctions and fraud prevention;
 - to assess financial and insurance risk;
 - to comply with our legal and regulatory obligations; and
 - to help Us identify products and services which may be of interest to You and to allow Us to communicate with You about such products and services by email, phone or text (unless you have asked us not to).
- d) Our Privacy Policy, which is available on our website www.gregorypennington.co.uk or you can phone us on **0161 672 8989** to ask for a copy, explains in detail how We will use your personal information and tells You your rights over how your personal information may be processed. Our "How we use your personal information" leaflet summarises the information in the Privacy Policy. We will give You a copy of this leaflet to read and keep before our agreement starts.
- e) You can request a copy of the personal data that we process about you at any time by writing to Us or phoning Us using our contact details below.

Phone 0161 672 89 89

Post **Data Protection Officer**
Think Park
Mosley Road
Trafford Park
Manchester
M17 1FQ

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11. Making your payments to the DPP

- a) Your Regular Payments will be collected and distributed by a Payments Distributor. We will appoint Think Link to act on our behalf as the Payments Distributor in relation to your DPP.
- b) The Payment Distributor will distribute your Regular Payment to your Creditors, after they have deducted and paid Us our fees, in line with your approved DPP and their 'What Happens to my money?' leaflet. We will give you a copy of their leaflet before our agreement starts.
- c) If, in any Payment Period, You make a payment to Think Link that is not the amount of your agreed Regular Payment, Think Link will reduce or increase the payment to your Creditors under the DPP in proportion with the difference.
- d) If You pay less than your agreed Regular Payment, and Think Link reduce the payments to your Creditors, they will make sure at least 51% of the payment You make is used to pay your lenders.
- e) **Unallocated / untraceable balances.**
On occasion Think Link may receive payments into their client account where they cannot identify who the money belongs to, or cannot trace the person concerned. If this happens, they will take all reasonable steps to trace the person concerned and deal with the monies in accordance with these terms and conditions, or return the balance.

12. Other Important Terms

How and when We can change these terms and conditions

- a) If We want to make changes to these terms and conditions We will give You at least 30 days' notice. If You do not agree with the changes, You can end our agreement as set out in section 5, 'How You can end our agreement'.
- b) We will only change these terms and conditions if this is necessary because of changes:

- i. To market conditions that affect our business;
- ii. in technology;
- iii. in payment methods;
- iv. in law or regulation; or
- v. to our systems.

Disputes about the terms of this agreement

- c) Any legal disputes about these terms and conditions or our dealings with You in connection with this agreement will be decided under Scottish law and the courts of Scotland will have jurisdiction to deal with any legal disputes connected with this agreement.
- d) If a court or other relevant authority ever decides that any of the paragraphs in this agreement cannot be enforced, the remaining paragraphs will stay in force.
- e) This agreement is between You and Us. No other person has any right to enforce these terms and conditions.

Giving notice under this agreement

- f) If We have to contact You or give You written notice under these terms and conditions, We will do so by email or by writing to the last address You gave us.
- g) If You wish or are required to give Us notice in writing, You can do so by writing to Our address as set out in this Agreement and/or by email to: contactus@gregorypennington.co.uk

Not enforcing this agreement

- h) There may be times when We do not insist that You do something You have agreed to do under our agreement. If that happens, it does not mean that You no longer have to do those things in future. We can still enforce our rights under this agreement if You do not do what You agreed at a later time.

Transferring our rights and obligations

- i) If You want to transfer your rights or obligations under these terms and conditions to another person, You must get our permission in writing.

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- j) We can transfer some or all of our rights and obligations under these terms and conditions to somebody else. If We do, We will write to You to let You know. This will not affect your rights, including the right to end our agreement. If the transfer means that somebody else will be providing the Service to You, We will try to make sure that they provide the Service on the same or better terms.

13. Meaning of words

- a) When the following words with capital letters are used in these terms and conditions, this is what they mean:

“**Application**” means an application for approval of a Debt Payment Programme under the Debt Arrangement Scheme;

“**Cleared Funds**” means monies which have been received from You and have not been returned unpaid within 4 working days;

“**Creditor(s)**” means the people or businesses You have told Us You owe money to and who are to be repaid under the DPP;

“**Debt Arrangement Scheme**” or “DAS” means the government-run debt management scheme for Scottish residents which allows You to repay your debts through a Debt Payment Programme;

“**DAS Administrator**” means the Accountant in Bankruptcy (a Scottish Government official) responsible for maintaining the DAS Register, and for the approval of Money Advisers, Payments Distributors and DPPs;

“**DAS Register**” means the publicly available register which contains details of all DPPs;

“**Debt Payment Programme**” or “DPP” means the plan of payments which sets out how You will repay your Creditors under the Debt Arrangement Scheme;

“**Fee Arrears**” means the balance of our fees that are due and payable but that have not yet been paid;

“**Money Adviser**” means an individual who is approved by DAS Administrator to offer DPPs under DAS as a debt management option;

“**Payment Period**” means the period between each Regular Payment.

“**Regular Payment**” means the total amount You must pay to Us via Think Link for each Payment Period and is made up of the payments to be paid to your Creditors under the DPP and our management fee.

“**Payments Distributor**” means an organisation who are approved by the DAS Administrator to collect and distribute payments due under a DPP.

“**Services**” means our services advising, and assisting You to submit an Application to your unsecured creditors and, if your Application is approved, dealing with the ongoing administration of the DPP;

“**Think Link**” means Gregory Pennington Limited (Us) trading as Think Link who will act in the capacity of Payments Distributor in your DPP or such other Payments Distributor appointed by Us to act on our behalf as we may choose.