

# Terms and conditions

## 1. Our service what we will do

- a** We will agree a regular payment that you can afford, based on your income, outgoings and living expenses. The regular payment is the amount you must pay us each payment period for your debt management plan.
- b** 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).
- c** We will set up and manage a debt management plan to make payments to your lenders (the firms or people you owe money to who are being repaid through your debt management plan).
- d** We will normally send your debt management plan to your lenders within 28 days of you making your first regular payment.
- e** We will try to agree new repayment terms with your lenders for you. We will let you know if your lenders agree or not. If we cannot agree new repayment terms with your lenders, we will explain how this affects your debt management plan and the options you have.
- f** We will try to get your lenders to agree to stop charging you interest, and to stop any recovery action (including legal action) they are taking against you in connection with the debts covered by the debt management plan.
- g** At least once a year we will send you a statement setting out the progress of your debt management plan.
- h** We will review your debt management plan at least once a year to make sure it is still a suitable way for you to pay off your lenders, and to review the amount of your regular payment. We might review your debt management plan sooner if you tell us your circumstances have changed or if we believe your circumstances may have changed.

- i** After each review we will prepare a new debt management plan and try to agree new repayment terms with your lenders.
- j** We will distribute your regular payments as explained in section 10, 'How we will handle your money'.
- k** We will tell you if our relationships with your lenders change in a way that affects your debt management plan.
- l** If this agreement is for a debt management plan 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.
- m** We may pay a commission or other payment to the person or firm who introduced you to us.

## 2. Our service what we won't do

- a** Unless we agree otherwise in writing, your debt management plan cannot cover:
  - secured debts (such as loans and mortgages your property is security for);
  - debts you owe under hire-purchase, conditional-sale, contract-hire or other types of leasing agreements;
  - rent (including rent arrears);
  - household-bill payments (including arrears);
  - council tax payments (including arrears); or
  - similar priority debts (see condition 3j) or household expenses.
- b** We cannot guarantee that your lenders will accept revised repayment terms under your debt management plan, or that they will stop charging you interest and taking recovery action against you.
- c** We will not give you legal advice or go to any court hearing on your behalf.

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## 3. What you must do

- a** You must tell us about your current and future circumstances including:
- your income;
  - your living arrangements and living costs;
  - what you spend your money on;
  - who you support financially; and
  - who you owe money to.
- b** Any information you give us must be complete, accurate and truthful.
- c** If we ask you to, you must give us proof of the information you have given us. For example, we may ask for copies of payslips, bank statements or marriage certificates.
- d** You must co-operate with us and respond as soon as possible to our reasonable instructions or requests for information. You must not ignore our attempts to contact you.
- e** You must sign the enclosed consent form to authorise your lenders to talk to us about your debts.
- f** You must pay your regular payment in full and on time in each payment period. If you do not make the agreed payments, your lenders may cancel any new repayment terms we have agreed with them. They may also charge you extra interest and charges or take further action to recover your debts. If you can't make your regular payment for any reason, you must tell us as soon as possible.
- g** You must tell us if your circumstances change and you:
- cannot afford to keep paying your regular payment; or
  - can afford to increase your regular payment.
- h** You must send us copies of any letters you receive from your lenders and tell us if your lenders contact you. This is so we can deal with them for you and make sure your debt management plan is running smoothly. You must not ignore correspondence from your lenders.
- i** You must not make payments direct to your lenders, or make a payment arrangement with your lenders, unless we have agreed that you can. We will only stop you from making the payment or agreeing the payment arrangement if there is a good reason and after we have explained how the payment or arrangement would affect your debt management plan.
- j** 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 (and any arrears on those debts). These debts will not be included in your debt management plan.
- 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 debt management plan and store electronic images of them. We will then destroy the original documents unless you asked us not to before you sent them to us.
- l** You must not borrow any further amount while your debt management plan is in place, whether on credit or not.
- m** You must tell us immediately if your address, contact details or other personal details change.
- n** If you choose to view information about your debt management plan online, or to get updates by text message or email, you must:
- make sure your mobile phone, tablet, computer or other device you use is secure;
  - use the security features available on your mobile phone, tablet, computer or other device and take reasonable steps to try to prevent anyone else from having access to your information; and
  - tell us straight away if your mobile phone, tablet, computer or other device is lost or stolen, if your phone number or email address changes, or if you think that someone else might have access to the information we send you.

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- o With your permission, we will share your information with Callcredit Limited (trading as TransUnion) to check your identity and ask for a copy of your credit report. When we ask for your credit report we will be exercising, on your behalf, your right to ask for your credit report.

Callcredit Limited is a company established in England and Wales with company number 03961870. Its registered office is at One Park Lane, Leeds, West Yorkshire LS3 1EP.

Callcredit Limited is authorised and regulated by the Financial Conduct Authority under registration number 737740. You can check the authorisation on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

We will use your credit report to provide our services to you. The information we would use from your credit report includes information about your lenders, your accounts (including balances and account numbers), previous addresses and any past insolvency. We will also use details of any county court judgments (CCJs).

- p If our request for your credit report is refused, we will discuss with you an alternative way for us to get the information we need to provide our services, including other ways you can get your credit report or provide information about lenders. If our request for your credit report is successful, we will use your credit report to provide our services to you.

We can only ask for a copy of your credit report if all of the following apply.

- You are at least 18 and live in the UK, the Channel Islands or the Isle of Man.
- You are the person named in the debt management plan.
- You agree that we can ask Callcredit Limited for a copy of your credit report.
- You understand that when we ask for a copy of your credit report, our search will be recorded in your credit report for you to see.

- You understand that Callcredit Limited will provide your credit report for information and guidance only. The information in your credit report is supplied by others, and although Callcredit Limited make reasonable efforts to check the accuracy of the information in your credit report, they cannot guarantee the information is completely accurate, and they are not responsible if it turns out to be inaccurate. (Tell us if you think any information provided by Callcredit Limited is wrong. If we can't answer your query, we will refer it to Callcredit Limited.)

- q We will not give you a copy of your credit report as part of our service. If you give us permission, we will combine certain information contained in your credit report and only tell you your total debt and the number of lenders. This does not affect your legal rights to Callcredit Limited and its data-licence providers own all copyrights, trademarks and other intellectual property rights in your credit report.
- r We will not allow or authorise any other person to see or use the information in your credit report.
- s You must tell us if you no longer agree to us using your credit report, in which case we will delete any copies that we have.

## 4. Our fee

- a You will pay us a fee for our service every payment period. The fee is 18.5% of your regular payment amount or £38.50 (whichever is more), up to a maximum of £90.
- b You must pay our fee for each payment period while the debt management plan is in place. It is due on the same date your regular payment is due, and we will normally take it from your regular payment when we distribute it as set out in section 10 'How we will handle your money'.

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- c Before this agreement starts, we will send you an estimate of the total amount of fees you would pay if you used the debt management plan until your lenders are paid in full, and an estimate of how long that would take.
- d Our fee does not include VAT and there is no VAT charged for our service at this time.

## 5. When our agreement starts

- a Our agreement starts when we receive the signed consent form from you confirming that you agree to these terms and conditions and want us to provide a debt management plan for you.
- b These terms and conditions apply to your debt management plan from *21st January 2019*.

## 6. How long our agreement will last

- a Our agreement will carry on until:
  - all your debts covered by the debt management plan have been paid in full;
  - you or we end the agreement; or
  - you enter into any formal insolvency procedure such as bankruptcy, an individual voluntary arrangement or a protected trust deed;whichever happens first.

## 7. 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, phone us on: **0161 672 8989**, send an email to: [personalfinancemanager@gregorypennington.com](mailto:personalfinancemanager@gregorypennington.com) or write to us at the address shown in the introduction.

## 8. How we can end our agreement

- a We will end this agreement if we no longer believe that our debt management plan is a suitable way for you to pay off your debts.
- b We may end this agreement if you:
  - miss two regular payments in a row;
  - do not co-operate with us when we reasonably ask you to provide information or do something that is necessary for us to provide our services to you;
  - have seriously or repeatedly failed to do the things you must do, as set out in section 3, 'What you must do'; or
  - ask us (directly or indirectly through your actions or information you provide) to mislead your lenders about your true financial position.
- c If we end this agreement, we will write to or email you first to give you at least 30 days' notice before we stop providing our service.

## 9. What happens when our agreement ends

- a When this agreement ends, we will:
  - stop providing our service to you and tell your lenders that your debt management plan with us has ended; and
  - send you any money that we are holding for you in our client account, less any fees or other amount that you owe us, within five working days.
- b If your debt management plan ends before your lenders are paid in full, you will still owe your lenders the remainder of the debts that were covered by your debt management plan.
- c You have 30 days to ask us to send you copies of all the paperwork we received from you and your lenders during your debt management plan.

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## 10. How we will handle your money

- a** We will hold any payments we receive for your debt management plan in our client account. This is a bank account that is only used to hold money that belongs to our customers and which we cannot use for our own purposes. The account does not pay interest on the amounts in it.
- b** The only payments we will make out of the money we hold for you in our client account are, in order:
- any refund you are owed under these terms and conditions;
  - our fees, including any arrears;
  - any other payments you have asked or authorised us to make; and
  - each lender's share of your regular payment, in line with your debt management plan.
- c** If you pay less than your agreed regular payment, we will reduce the payments we make to your lenders. At least 51% of the payment you do make will be used to pay your lenders. If there is not enough money to pay our fees in full for that payment period, we will take a lower fee. We will take the rest of our fee (fee arrears) from your future payments to the debt management plan. When we collect fee arrears from any future payments, we will still make sure that at least 51% of your payment in that payment period is used to pay your lenders.
- d** If you pay more than your agreed regular payment, we will increase the payments we make to your lenders.
- e** We will normally distribute your regular payment to your lenders within five working days of when your payment 'clears' in our client account (see the table below). However, there are times when we will need to hold your payment for longer. The reasons for this are explained in our 'What happens to my money' leaflet. We will give you a copy of this leaflet before our agreement starts.
- f** If we do not distribute your regular payment within five working days for any reason not given in our 'What happens to my money' leaflet, except if it is because of something we cannot reasonably control, we will cover any extra interest or charges your lenders add to your debt. So you will be in the same position you would have been in if there had not been a delay.
- g** The table below tells you how long it takes for your payment to clear in our client account, and so be available to be distributed to your lenders.

How your payment is made	When your payments clears
Cash, postal order or banker's draft made payable to us	The same day we receive it
Direct debit	The fourth working day after it is taken from your account
Debit card, PayPoint or electronic bank transfer (such as standing orders and Faster Payment) and bank giro credit	The second working day after you make the payment
Cheque	The seventh working day after we receive it

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## 11. How we will use your personal information

- a** We will only collect, use and share information from and about you if we:
- have agreed this with you first;
  - have to do so under a law, regulation or contract;
  - have a public duty to do so;
  - need to do so to provide our service; or
  - believe that processing your information is reasonable and does not affect your rights.
- b** The information we will collect from or about you is likely to include the following.
- Your personal details (for example, your name and date of birth)
  - Your address
  - Your contact details (for example, your phone number and email address)
  - Financial information
  - Employment information
  - Information on how you use our website, products and services
  - ‘Special categories of data’ (as defined by data protection law), including information about your physical or mental health, sexuality, religious beliefs, race or ethnic background, political opinions, trade union membership or biometric data (that is, computerised details used to identify you through your unique characteristics, for example through fingerprint scanning and facial recognition).

We can only use information relating to criminal convictions or offences if this is authorised by law.

- c** We may use your personal information to do the following.
- Consider and process any applications you make for products or services we offer
  - Provide and manage our products and services
  - Share necessary details with companies who provide us with services (for example, printing providers, IT service providers, banks and finance companies)
  - Prevent and detect crime, including fraud, money laundering and funding terrorism
  - Assess financial and insurance risks
  - Meet our legal and regulatory obligations
  - Help us identify products and services which may be of interest to you and tell you about those products and services by email, phone or text message (unless you have asked us not to).
- d** Our privacy policy (available on our website at [www.gregorypennington.co.uk](http://www.gregorypennington.co.uk) or by phoning: **0161 672 8989**) explains in detail how we will use your personal information and tells you your rights relating to how your personal information can be used. Our “How we use your personal information” leaflet summarises the information in our privacy policy. We will give you a copy of this leaflet before the agreement between you and us starts.
- e** You can ask for a copy of the personal information that we hold about you by writing to us or phoning us using the contact details below.

### Data Protection Officer

Think Park  
Mosley Road  
Trafford Park  
Manchester  
M17 1FQ

Phone: 0161 672 8989

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## 12. What to do if you are unhappy with our service

- a** If you are unhappy with the service we provide you can complain by:
- phoning us on **0161 672 8989**;
  - sending an email to:  
[personalfinancemanager@gregorypennington.com](mailto:personalfinancemanager@gregorypennington.com);  
or
  - writing to our Customer Relations Department at our address in the introduction.
- b** We will investigate your complaint within eight weeks and send you a final response telling you our findings. This is in line with our complaints procedure, which we will send you a copy of before our agreement starts. It is also available on our website at [www.gregorypennington.co.uk](http://www.gregorypennington.co.uk).
- c** If you are still unhappy after we send you our final response, or if we don't send you a response within eight weeks, you can complain to the Financial Ombudsman Service. You can:
- phone them on **0800 023 4567**;
  - send an email to  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk);  
or
  - write to  
**The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.**

For more information about the Financial Ombudsman Service, visit their website at:  
[www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/).

## 13. 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 7, 'How you can end our agreement'.
- b** We will only change these terms and conditions if this is necessary because of changes:
- to market conditions that affect our business;
  - in technology;
  - in payment methods;
  - in law or regulation; or
  - 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 English law. The courts of England and Wales will also be able to deal with any legal disputes connected with this agreement. If you live in Scotland, you can use the courts of Scotland. If you live in Northern Ireland, you can use the courts of Northern Ireland.
- d** If a court or other relevant authority (for example, the Financial Conduct 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.

### How we send you notice

- 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.

#### **If unexpected circumstances affect our agreement**

**g** You and we will not be liable if the obligations under these terms and conditions cannot be met due to circumstances that could not reasonably be expected, avoided or controlled. This includes delays or failures caused by:

- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether it is declared or not) or threat of war;
- fire, explosion, storm, flood, subsidence, epidemic or other natural disaster;
- it being impossible to use railways, airways, roads or other public or private transport; or
- it being impossible to use public or private telecommunications networks.

**h** If we cannot meet our obligations because of circumstances that we could not have reasonably expected, avoided or controlled, we will do what we can to find a way around the problem as soon as possible.

**i** Nothing in this section limits our liability for acting fraudulently, or removes or limits our liability that cannot, by law, be removed or limited.

#### **Not enforcing this agreement**

**j** 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**

**k** If you want to transfer your rights or obligations under these terms and conditions to another person, you must get our permission in writing.

**l** 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.

