

OUR SERVICE

- We will consider whether the credit agreements are enforceable and fair and whether the creditor has acted in breach of contract or duty and will advise you about your rights, obligations and options for repayment under each agreement.
- If the creditor has not complied with the requirements of the Consumer Credit Act 1974 (“the Act”) and Regulations made under the Act about the form and content of your credit agreement or if the creditor cannot now comply with certain statutory obligations under the Act, your credit agreement may be completely unenforceable.
- Your credit agreement may also be unfair by reason of the terms of the agreement including interest or charges which you are required to pay, or you may have been miss-sold some form of payment protection insurance. It may also be that the creditor has acted in breach of duty by paying commission to the broker who arranged the loan without telling you.
- We will negotiate with the creditors and try to agree any appropriate reductions in the sums outstanding and/or the payment to you of any appropriate compensation, secure an enforceable acknowledgement on the part of the creditor that you have no liability to pay, or establish that the creditor has breached their obligations under the Consumer Credit Act under each agreement.
- We do not represent that your agreement is or is likely to be unenforceable or that you have or are likely to have a claim against your creditor until we have reviewed your agreement. Once we have done so we will advise you about your rights.
- If we establish that your credit agreement is unenforceable or unfair, or that the creditor has acted in breach of contract or duty, we will attempt to negotiate a settlement with the creditor or make recommendations to you with regards to your options for repayment. We will inform you of any offer made by a creditor and advise you whether we consider the offer to be fair and reasonable.
- We will not make any agreement without your consent or approval in writing given to us by post, facsimile or email.
- It will be your decision alone whether to accept or reject any offer made by a creditor, or to make an informed decision on actions suggested by us with regards to repayments where we have demonstrated that the creditor has breached their obligations under the Consumer Credit Act or secured an enforceable acknowledgement on the part of the creditor that you have no liability to pay.
- If you decide to reject an offer or advice that we have recommended which we have advised is fair and reasonable we will not be under any obligation to continue to act for you in respect of that credit agreement.
- If we decide that you are or may be entitled to any reductions in the sums outstanding and/or to the payment of any compensation under any of the credit agreements and the creditor does not make an offer which we consider to be fair and reasonable we will advise you accordingly, recommend and nominate a solicitor to act on your behalf on a conditional fee basis, and submit the details of the claim to that solicitor.
- You may choose to instruct your own solicitor at any time. We may require that solicitor to provide us with an undertaking to pay any additional fees which may become due to us under this agreement out of any compensation received by the solicitor on your behalf before we release our papers to the solicitor.
- We do not provide any debt counseling or debt adjustment or structuring. If you think you may need or benefit from any such service please contact us and we will introduce you to a carefully selected partner which is licensed by the Office of Fair Trading to carry on such activities.

YOUR OBLIGATIONS

- We can only act for you in an effective manner if we have your full co-operation and accordingly you agree that you will:
 - Provide to us all copies of the credit agreements together with copies of account statements, notices and correspondence relating to the credit agreements which are currently in your possession or control;
 - Reply promptly to all correspondence and other communications from us including requests for information and documentation, and instructions from you to accept or reject any offer which may be made by a creditor;
 - Provide truthful and accurate answers and provide full information in response to all requests and questions asked;
 - Maintain minimum or agreed repayments towards the credit facilities under review until such a time where you are advised by us on your options for repayment.

ALTERNATIVE COURSES AVAILABLE TO YOU

You should also be aware that as an alternative to our service you could instruct a solicitor to advise you, you could seek advice from the Citizen’s Advice Bureau or you could refer any issue or complaint you may have to the Office of Fair Trading or the Financial Ombudsman. You should also consider whether you have any policy of insurance which entitles you to free legal advice and representation.

COMPLAINTS HANDLING PROCEDURE

We operate a full complaints handling procedure and will maintain records, and provide to the Regulator, on request, details of all complaints handled by us.