

### Money Village Life Plan – Client Agreement

This agreement is made between Us and You. Please ensure that You have read all parts of the agreement and the accompanying Terms & Conditions, which form the basis of the contract, before signing below as You will be legally bound by this Agreement by signing it.

Name 1 (Print).....	Name 2 (Print).....
Address.....	
Reference.....	

<p><b>Initial Fee £..... To be paid in ..... Installments of £.....</b></p> <p>The Initial Fee is 3 times your monthly disposable income (with a minimum of £299) and is payable to Money Village to cover the cost of setting up your Lifeplan. This includes undertaking the initial assessment of your financial position, carrying out a fact find of your income and expenditure, preparing your Statement of Affairs, contacting your creditors and providing them with a copy of your Statement of Affairs and Offers of Repayment.</p> <p><b>Monthly Management Fee</b>      <input type="checkbox"/> £30 (1-4 debts within the plan)      <input type="checkbox"/> £35 (more than 4 debts within the plan)</p> <p>The Monthly Management Fee is to cover the cost of administering payments to creditors, dealing with queries from them and providing a dedicated Personal Advisor to yourself.</p> <p>A full breakdown of the fees to be paid will be provided under separate cover, once the initial assessment of your application has been completed and we have received confirmed balances from your creditors. This will include an estimate of the duration of your plan, together with the total amount of fees to be paid over the duration.</p>
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	Client	Advisor
The advisor explained to me the different solutions available prior to the fact find.		
The advisor performed a fact find and noted down all of my income and expenses, and took details of the debts that are to be included within the plan. The advisor explained that the following debts could not be included: Secured loans Current Council Tax or utility arrears Inland Revenue overpayments Debts that have already had a County Court Judgement against them		
The advisor explained to me that there is a fee for the solutions recommended to me		
The advisor explained that I have a right to cancel within 14 days		
The advisor explained that a Debt Management Plan is an informal arrangement with my Creditors, and that there is no guarantee that Creditors will agree to freeze interest and other charges, or stop contacting me, and that a Debt Management Plan may increase the length of the debt repayment period.		
The advisor explained that entering into a Debt Management Plan may result in Creditors notifying Credit Reference Bureau of this fact.		
The advisor explained that I am not applying for a loan and I confirm that I will not apply for further credit (other than monthly installment credit for household expenses like motor and home insurance policies).		

Client 1 Signature..... (Date).....

Client 2 Signature..... (Date).....

Advisor Signature..... (Date).....

## Money Village Lifeplan Terms & Conditions

### Definition of terms

"You"	The Client(s) whose name is recorded on Page 1 of our agreement
"Us, We "	Money Tailor, a trading name of WKD UK Ltd, registered number 4647131. Registered address: Crown Buildings, Luton Street, Keighley, BD21 2LE
"Creditors"	The organisations that You owe money to and in relation to which we have agreed to act on your behalf
"Fees"	The Fees as set out on Page 1 of the agreement
"Plan"	the services described in this Agreement

### Our Agreement

You appoint Us and We agree to act on your behalf, as debt counsellors and debt adjusters and to provide the services.

This Agreement will start when You return the completed documentation.

### Fees

We charge a fee for our service. Fees are set out in the first page of this Agreement.

### What We Will Do

We will use the information provided by You to calculate a monthly amount that We will believe You can afford to pay to your Creditors

We will provide an estimate of the total Fees payable by You to Us for the services which We provide under this Agreement and an estimate of how long it will take You to repay your Creditors.

We will notify your Creditors that We act for You and will offer them revised payment terms on Your behalf.

We will ask Creditors not to charge You interest on the amounts You owe, and to cease attempting to collect the money that You owe. We do not guarantee that your Creditors will agree to this.

We will send to You a schedule of repayments that We will make on your behalf every month. We will update this schedule when any information on the schedule changes. We will not make payments to your Creditors when You have not paid Us. Where You send a part payment to Us We may make reduced payments to Your Creditor for that month.

We will review Your circumstances every twelve months, or when You let Us know that there has been a change to Your circumstances. Where the amount that You can afford to pay to Your Creditors changes, We will offer them revised payment terms on Your behalf.

We will keep You informed of all material communications between your Creditors and Us, and We shall deal with all communications from your Creditors to Us (or to You and provided by You to Us) appropriately and promptly.

### Full & Final Settlements

We will negotiate full and final settlements with your Creditors on your behalf. There is a separate fee for this service, which will be 10% of the amount that we save You.

### What We Do with your money

All payments that We receive from You in cleared funds will be paid directly into a Client Bank Account. Prior to making payments to You to your Creditors We will deduct our fees from the Client Bank Account.

We will normally make payments to your Creditors within five working days of receipt of the Monthly Payment from You in cleared funds. Where We are unable to make payment within five working days of receipt, or where a payment is returned to Us by a Creditor We will make the payment at the next earliest opportunity.

If You send less than the agreed monthly payment to Us, We will either be unable to make a payment to Your creditors or will make a partial payment based on the reduced amount You have sent. If We are unable to make a

payment to Your creditors, the monies will be held on Your behalf until the correct monies have been received. If You send more than the agreed monthly payment, We will either pay Your creditors the agreed monthly amount only, or pay them the higher amount You have sent. If We send the agreed amount only, then any monies remaining will be held on Your behalf and discussed with You when We have the opportunity to do so.

### **What You will do**

You must provide Us with full, accurate and truthful details of your income, expenses, Creditors other relevant details that We ask for. Where We ask for evidence, You must provide this.

You must make the agreed Monthly Payments to Us.  
You must tell Us if your circumstances change.

During the Term You must incur no further debts, whether on credit or otherwise, other than those relating to your normal living expenses.

### **Ending the Agreement**

You have a right to cancel our Agreement at any time during the first 14 days. "Days" here include Saturdays, Sundays and public holidays. We will then refund to You any Fees already paid to us that are cleared funds. We will not refund any payments that have already been made to your Creditors.

This Agreement will end when You have repaid all agreed amounts owed to your Creditors.

We may cancel the agreement if You fail to make payments to Us when due, file for bankruptcy or are in breach of this agreement in any other way. If We cancel this agreement, we will write to You 2 weeks before.

When this Agreement ends, our duties and obligations under this Agreement will come to an end and You will be responsible for making payments to your Creditors.

You may within 30 days of the end of this agreement request Us to send You copies of all paperwork received from You or your Creditors that has been retained by Us as a scanned image.

### **Your Personal information**

We agree to keep confidential all information received from or about You.

We will not pass this information to anyone else without your permission, except in line with our data protection statement or to such of your Creditors as is necessary in order for Us to negotiate repayments with them.

We may pass your information to Creditors who process your data outside the European Economic Area (EEA).

### **Data protection statement**

Please read this statement carefully as it explains what personal information We collect about You and how We use this information.

We collect personal information about You both directly from You when You apply for our Services and from your Creditors as authorised by You. We may also collect further information as a result of managing your Plan.

We will use your personal information to provide our Services to You, and in particular to:

- (a) prepare and issue to You your Plan;
- (b) negotiate with your Creditors on your behalf; and
- (c) keep You informed about your Plan and our services.

We may also use your personal information to contact You to provide You details of other products and services which We think may be of interest to You, including those offered by selected third parties. We may share personal information with these selected third parties and they may contact You directly to provide You with details of such products and services.

We share your data with our group and related companies, including holding your data on a group database. You may let Us know if You do not want Us to use or disclose your personal information to selected third parties or if You wish to amend the way we communicate with You. You are not obliged to allow Us to pass information on to selected third parties, and by not doing so this does not affect the provision of the services or Our decision to provide you with the services.

We will disclose your personal information to the extent required by law, court order or as requested by other government or law enforcement authority, or to any company or other entity to whom We either transfer or subcontract any or all of our obligations to You under this Agreement.

You may contact Us by writing at any time to the Data Protection Officer at our address for further information, or if You want to request a copy of the personal information which We hold about You or to ask Us to amend any inaccurate information held by Us. If You request a copy of the personal information which We hold about You we will charge You a fee of £10.

We routinely record and monitor your calls to Us to help Us to improve our service.

**Other terms**

We may transfer our rights and obligations under this Agreement by giving You written notice of such transfer.

This Agreement sets out the entire agreement and understanding between You and Us and supersedes all prior agreements, understandings or arrangements (whether oral or written) relating to the provision of the Services.

We shall not be deemed in breach of this Agreement or otherwise liable to You if We are prevented or hindered from performing our obligations under this Agreement by reason of any event beyond our reasonable control.

If any part of these terms and conditions is found to be invalid or unenforceable, that part shall be deemed severed from our agreement which will otherwise remain in full force and effect.

Any failure on our part to insist on strict performance of any part of these terms and conditions will not be deemed a waiver of our rights and remedies in respect of any future breach

We may vary these Business Conditions from time to time and will write to give You at least 30 days' prior notice of any changes.

This Agreement is governed by English law.

**Your Right To Cancel**

You have a right to cancel our Agreement at any time during the first 14 days. "Days" here include Saturdays, Sundays and public holidays. We will then refund to You any Fees already paid to us that are cleared funds. We will not refund any payments that have already been made to your Creditors.

You can do this by writing to us at the address below (or by email) saying You wish to cancel. You can if you wish use the Cancellation Form below.

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Cancellation Notice  
(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Customer Relations Dept, Money Tailor, Crown Buildings, Luton Street, Keighley, West Yorks, BD21 2LE

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Reference (found on the first page of your contract) .....

Signed: ..... Signed: .....

Name: ..... Name: .....

Address: .....

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