

Capital Source Finance Limited trading as Debt Legal

Bankruptcy Terms and Conditions of Business

The terms of this agreement are set out in full below. These are important. You should read them carefully to make sure that you are happy with them. If there is anything you do not understand you should seek advice. When you sign these terms of business, you are agreeing to be bound by them. Please note that signing this agreement for our services does not commit you to proceeding with your voluntary petition to declare yourself bankrupt.

If you want to go ahead, please sign these terms of business, return them to us and make the necessary arrangements to pay the administration payment.

The contract between you and us will commence on the date you sign these terms of business. Once we have received your signed copy, together with the administration payment our service will begin at that time

The agreement between you and us is made on the following terms and conditions

1 Definition of terms

'We, us' means Debt Legal Ltd (or anyone to whom we transfer or assign our rights and obligations under this agreement).

'You' means the person or people whose names are listed below.

'Creditors' means all the organisations or people or both; you have told us you owe money to.

'Bankruptcy support services' means the administration service we provide to you in connection with your petition for your own bankruptcy.

'Administration Payment' means the amount you will pay us to provide the bankruptcy support service. It will be used to cover our costs in providing the administration service to you in connection with your petition for your own bankruptcy. The Administration Payment will be retained by us and is not paid to the court.

2 Agreement

2a Following your decision to petition for your own bankruptcy you have asked us, and we have agreed, to provide you with the bankruptcy support service.

2b This agreement will commence on the date you return these terms of business. Once we have received your signed copy of these terms of business, together with the Administration payment the bankruptcy support service will begin. However, pursuant to clause 8 the agreement may be cancelled by you or us.

3 What we will do.

3a We will take full details from you and use this information to complete all the necessary documentation which will enable you to petition for your own bankruptcy.

3b We will provide you with instructions on how to file your bankruptcy papers in Court. We can also provide you with ongoing support for a period on one calendar year via our bankruptcy support line for an additional fee; details on request.

3c We will provide you with your own dedicated bankruptcy consultant who will guide you through the bankruptcy process, step by step.

3d At your specific request and based on the information you have provided to us, we will contact all your creditors to advise them of your intention to petition for your own bankruptcy.

4 What we will not do

4a We will not check or otherwise verify the accuracy of any of the information you provide to us. It is your own responsibility to provide accurate information and you acknowledge that the provision of inaccurate or misleading information may cause your bankruptcy petition to fail.

4b We will not contact any of your creditors to check the balances you owe or the legal status of any of your debts.

4c We will not submit your petition and statement of affairs to the Court. This will be your responsibility. We will however, inform you how to do this.

4d We will not guarantee that your petition for bankruptcy will be successful. You acknowledge that any decision to accept or reject your bankruptcy petition is entirely at the discretion of the Courts.

4e We do not provide you with any legal representation in Court.

4f We do not provide you with legal advice or advise you on the merits of proceeding with a petition for bankruptcy. If you are uncertain as to whether bankruptcy is suitable for you, you are strongly advised to seek independent legal advice.

5 What you will need to do .

5a You agree to co-operate fully with us and follow our reasonable instructions so that we can provide the Bankruptcy Support Service to you.

5b You agree to sign the necessary forms of authority or other documents so that we may carry out our obligations under this agreement.

5c As requested you will promptly supply us with any relevant accurate and complete information to enable us to provide the Bankruptcy Support Service to you.

5d So that we may complete the necessary forms on your behalf (or if specifically requested, to contact your creditors on your behalf); you will provide us with any information which we may legitimately request relating to your finances or personal circumstances.

5e You will endeavour to ensure that all information you provide to us is, to the best of your knowledge, accurate and not misleading Bankruptcy Support Service – Terms of Business.

5f Prior to submitting your petition and statement of affairs to the Court, you will take such steps as are necessary to identify whether any declaration of your bankruptcy would have a detrimental effect on your employment, livelihood and/or professional status.

5g You agree not to enter into direct negotiations with any of your creditors or act in such a way as to prevent us from fulfilling our obligations under this agreement.

5h You must inform us immediately about any changes in your finances or personal circumstances, which may affect the accuracy of any of the information we may have entered onto the necessary forms on your behalf

5i By signing these terms of business, you authorise us, where necessary to liaise and exchange Personal Information with your creditors so that we may provide the Bankruptcy Support Service to you.

5j At your specific request, so that we may properly advise your creditors of your intention to petition for your own bankruptcy, we may need to provide them with suitable confirmation from you that you have given us permission for us to contact them. By signing the terms of business you authorise us to contact your creditors or their authorised agents in order to advise them of your intention to petition for bankruptcy. You acknowledge that once your creditors are advised of your intention to petition for bankruptcy, that (depending upon specific agreements you have with them) they may opt to freeze any accounts that you may hold with them.

5k Based solely on the initial information you have provided to us, we will complete the relevant forms on your behalf. You acknowledge that the provision of inaccurate or misleading information may lead to your petition being rejected or amended.

5l You will have a 'cooling-off' period. During the period of 14 calendar days from the date you return these signed terms of business to us, you may cancel the agreement by sending written notice by registered post to Debt Legal Ltd, Anchorage House, 252 The Quays, Erie Basin, Salford, M50 3SD. The agreement will then be at an end and we will refund you, in full, all monies which you have paid us and which have cleared through our general

client bank account. Please note **we** are unable to accept verbal cancellation instructions and **we** will only accept signed written notification from **you**.

6 Fees and Costs

6a **Your attention is specifically drawn to this clause.** At any time following expiration of the 14 day 'cooling-off' period and in the event you have not, during the cooling-off period, notified us of **your** intention to terminate this agreement with **us**, if for any reason your petition for bankruptcy does not proceed, we shall be entitled to retain in full the **Administration Payment** you paid to us.

6b Upon you signing these terms of business **you** agree to us providing the bankruptcy support service and as such **you** agree to pay us an administration payment, details of which are included within the accompanying letter. In addition you acknowledge that it is **your** responsibility to gather together the fees you will need to pay **yourself** to process your petition at the courts.

7 Our responsibility

7a **We** will provide the bankruptcy Support Service with reasonable care and skill, but we cannot guarantee the result of your petition for bankruptcy.

7b Our total liability for all claims of any kind under this agreement shall not exceed an amount equal to the **Administration Payment** you make to **us**

7c In any case, **we** will not be responsible for any delay or other things, which happen for reasons beyond our reasonable control.

7d This clause does not affect **our** liability for death or personal injury resulting from our negligence. Nothing in this agreement affects your legal rights.

8 How this agreement comes to an end

8a Subject to clause 5l, this agreement may be terminated by **you** or **us** at any time by giving two weeks' written notice. Furthermore, **we** may terminate this agreement with immediate effect in the event of the following

1 If **you** fail in any important way to do what **you** agree.

2 The information you have given us is in any material way incorrect, fraudulent or otherwise misleading

3 If we cannot perform our obligations under this agreement because of something beyond our reasonable control, In this case we will do everything we reasonably can to let you know as soon as possible

4 **You** do or fail to do something which in our reasonable opinion could damage our reputation or otherwise bring us into disrepute.

9 Other information

9a When **you** apply for our **Bankruptcy Support Service**, **you** will provide **us** with information about your financial and personal circumstances ("personal information"). Any information **you** give **us** will be confidential. This personal information will only be passed on to your creditors and such third parties as are required to know it for the purpose of performing the obligations under this agreement. **We** will not pass this information to anyone else without your express permission except in accordance with our data protection statement.

9b If at any time **you** are not happy with the service that **we** have given **you**, in the first instance, please telephone the business area **you** usually deal with in order to explain your concerns. If **you** wish you can write to us at: Debt Legal Ltd, Anchorage House, 252 The Quays, Erie Basin, Salford, M50 3SD. A copy of our Internal Complaints Procedure is also available upon request from the contact details given above. Using our Internal Complaints Procedure will not affect your legal rights.

If not resolved to your satisfaction, you may refer the matter to the Financial Ombudsman Services (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR (website <http://www.financial-ombudsman.org.uk>) or email complaint.info@financialombudsman.org.uk

9c **You** should keep copies of all documents that **you** send to **us** as we carry out all work on computer-scanned document images to improve our efficiency. If **you** ask **us** at the end of this agreement, **we** will return to you scanned images of any documents **you** have sent us.

9d **We** may subcontract any or all of our obligations under this agreement to another person or organisation. If **we** do this **we** will still be responsible to you under this agreement.

9e **We** may transfer any or all of our rights and obligations under this agreement. If **we** do this, **we** will write to **you** and let **you** know the details.

9f This agreement will be governed and construed by English law and that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement.

10 Data protection statement

10a **We** know how important it is to protect your personal information. Any Personal Information **we** hold will be subject to the appropriate legal safeguards under the data Protection Act 1998. **We** will process your Personal Information in accordance with the terms and for the purpose of this agreement.

10b **We** may also share Personal Information within **our** company and with any other associated company within **our** group in order to fulfil our obligations under this agreement. **We** may communicate with **you** by letter, telephone, fax, email or SMS text in order to assist **you** with your financial affairs using the contact details **you** have provided. **We** may also transfer your data to countries outside of the European Economic Area for the purposes of providing **our** service to **you**.

We may also use Personal Information for marketing purposes to identify and provide **you** (by post, telephone, fax, email or SMS text) with details of other similar products and services which **we**, **our** associated companies, or an approved third party deem could be of interest to **you**.

10c By Signing and returning this Form **you** will be giving your consent for your details to be used as stated above. **You** can tell us if **you** do not want to receive marketing information from **us**, an associated company or a third party by ticking the appropriate box or writing to the address below. Otherwise, **we** will only disclose Personal Information in accordance with relevant laws or regulations (including fraud prevention).

10d **You** may ask us for a copy of the information we hold about **you**. **You** should do so by writing to **us** at the address below. Please note that under the Data Protection Act 1998 **we** may charge you a maximum fee of £10.00 for this request. **You** may also ask us to amend **your** personal information if it is inaccurate. Please send requests to: Debt Legal Ltd, Anchorage House, 252 The Quays, Erie Basin, Salford, M50 3SD. We may change our privacy policy from time to time. We may record and monitor calls for service quality.

I do not wish to be contacted by you or your associated companies about any other products or services that may be of interest to **me** []

I do not wish to be contacted by third parties about any other products or services that may be of interest to **me** []