

Debt Relief Order Application Agreement

Introduction

Following the review of your financial circumstances which led to our recommendation of a debt relief order (DRO) to deal with your debts, this Application Agreement sets out what we'll do to help you apply for your debt relief order, and what you need to do.

Throughout this Application Agreement any references to "I" or "my" or "me" means you. Any references to "StepChange Debt Charity", "they", "them" or "their" refer to Foundation for Credit Counselling operating as StepChange Debt Charity.

The Agreement

Client name:.....

My client reference number:.....

1. The obligations of StepChange Debt Charity (the "Services")

StepChange Debt Charity:

- 1.1 will provide debt advice to me relating to my financial situation;
- 1.2 will make an application for a debt relief order on my behalf;
- 1.3 will advise me if the application is accepted and if not, discuss with me alternative solutions; and
- 1.4 will not charge me any fees for the Services they provide.

2. My obligations

I agree:

- 2.1 to provide them with accurate, truthful and complete information about my financial situation;
- 2.2 I have read the debt relief order information included in my personal action plan;
- 2.3 I have not been subject to a debt relief order in the last six years;
- 2.4 a debt relief order will be recorded on the Insolvency Register for 15 months and on my credit file for six years. This will impact my credit rating, which could affect my ability to obtain further credit, mortgages, contracts and rental agreements in the future;
- 2.5 I will be required to pay a non-refundable fee to the Insolvency Service;
- 2.6 the decision to accept or reject my application lies entirely with the Insolvency Service and if it is rejected, the fee I paid to the Insolvency Service is not refundable;
- 2.7 that if my debt relief order is accepted, it can be cancelled by the Insolvency Service if information comes to light which suggests that my debt relief order should not have been accepted, or if my circumstances improve sufficiently and the Insolvency Service believes I have sufficient money to repay my creditors;
- 2.8 my budget and list of creditors is accurate, true and complete. I will send in copies of all requested documents before I can progress with my application;
- 2.9 I will co-operate fully with the Insolvency Service if further information is required;

- 2.10 if I fail to meet any of the conditions of the debt relief order or make false statements this could lead to the debt relief order not being accepted, being cancelled or having a DRO restriction order placed on me. If I have knowingly or recklessly given false information this could lead to prosecution;
- 2.11 if I have debts that are joint or guaranteed by another person, they will become liable for the full debt owed; I will disclose all debts at the application stage as any that are omitted cannot be added later and will not be included in the debt relief order. Failure to disclose all debts may result in my application being rejected; and
- 2.12 I will provide accurate, true and complete balances for all my debts as this is the amount which will be written off under the debt relief order.

3. Termination and cancellation

- 3.1 I can cancel this Application Agreement at any time with immediate effect by telephone, email or letter.
- 3.2 StepChange Debt Charity can cancel this Application Agreement at any time with immediate effect by telephone, email or letter.
- 3.3 If I still owe money to my creditors when this Application Agreement is cancelled my obligation to pay my creditors continues and my creditors may take further collection activities against me (including legal action) for non-payment of those debts.
- 3.4 There is no cancellation fee payable if this Application Agreement is cancelled.

4. Data Protection consent for StepChange Debt Charity and my creditors

By signing this Agreement:

- 4.1 I agree that StepChange Debt Charity and my creditors (and any debt recovery agency on my creditor's behalf) can process personal data about me (including my name, address, email address, telephone number, bank account details and details of my finances and debts) and share it with others, for as long as they and my creditors (and any debt recovery agency on my creditor's behalf) may need to do so in line with data protection law and this Agreement;
- 4.2 I agree that my personal data may be processed by them and my creditors (and any debt recovery agency on my creditor's behalf) in connection with any debt advice provided to me, and/or for them to arrange and administer a debt relief order (and any debt recovery agency on my creditor's behalf). I agree that in arranging a debt relief order, the Services will involve an automated decision making process;
- 4.3 I understand that my personal details will also be used by StepChange Debt Charity to create and maintain their records, to manage and administer their business and to improve the Services;
- 4.4 I understand that my personal data is confidential and will only be disclosed by them and my creditors (and any debt recovery agency on my creditor's behalf) to:
 - (a) The Insolvency Service in order to obtain their agreement to a debt relief order in respect of me;
 - (b) those who they and my creditors (and any debt recovery agency on my creditor's behalf) believe necessary to agree a debt relief order in respect of me;
 - (c) any of its subsidiaries and other group companies which, for StepChange Debt Charity, includes StepChange Voluntary Arrangements and StepChange Financial Solutions who might provide other financial solutions to me;
 - (d) other organisations, including credit reference agencies, regulatory bodies and trade associations, in connection with the Services, for the purposes of:

- verifying my identity;
- obtaining an accurate picture of my debts;
- undertaking audits and quality management;
- processing payments;
- compiling statistics;
- undertaking research;
- attempting to trace me if I cannot be contacted in relation to this Agreement; and
- implementing this Agreement;

and, where my personal data is disclosed to any of these other organisations, it may be held for as long as may be required for the purposes listed above, including to perform regular checks to enable them and my creditors (and any debt recovery agency on my creditor's behalf) to fulfil legal or regulatory obligations;

- (e) financial crime prevention agencies to investigate or prevent financial crime, including fraud;
 - (f) such other persons required by law (such as the Financial Conduct Authority); or
 - (g) any other person, but only with my express written consent;
- 4.5 I understand that all telephone calls will be recorded and may be monitored for quality, training or audit and regulatory purposes, and to ensure that they and my creditors (and any debt recovery agency on my creditor's behalf) provide me with accurate information in relation to my financial situation;
- 4.6 I understand that if I ask, they and my creditors (and any debt recovery agency on my creditor's behalf) will tell me what information is held about me and provide me with a copy in line with data protection law. I will let the relevant organisation know if I think that any information held about me is inaccurate or if my details change, so that the organisation may correct it and update its records; and
- 4.7 I understand that I am entitled, under my Data Protection rights, to:
- (a) object, or withdraw my consent, to all or any processing of my personal data by StepChange Debt Charity and my creditors (and any debt recovery agency on my creditor's behalf); and/or
 - (b) request that my personal data be erased by them and my creditors (and any debt recovery agency on my creditor's behalf)

at any time, by providing not less than five working days' notice to StepChange Debt Charity or my creditor (or any debt recovery agency on my creditor's behalf). In the case of StepChange Debt Charity, this should be sent to StepChange Debt Charity's Data Protection Officer at Wade House, Merrion Centre, Leeds, LS2 8NG or DPO@stepchange.org.uk.

I acknowledge that if I give such notice, StepChange Debt Charity may be unable to provide the Services, in which case they shall be entitled to terminate/cancel this Agreement. If I have any further queries or complaints regarding the processing of my personal data referred to in this Agreement or my data protection rights generally, I may contact the relevant organisation's Data Protection Officer (details for StepChange Debt Charity above) or the Information Commissioner's Office.

5. Authority for StepChange Debt Charity to act

By signing this Agreement:

- 5.1 I authorise StepChange Debt Charity and my creditors (and any debt recovery agency on my creditor's behalf) to process my personal data by discussing and sharing any and all aspects of my financial situation with those who they and my creditors (and any debt recovery agency on my creditor's behalf) believe necessary in order to assist me in resolving my financial problems; and
- 5.2 I agree that StepChange Debt Charity becomes aware of a debt which is not within my personal action plan before submission of an application for a debt relief order to the Official Receiver, they may add the repayment of the debt to my application and advise me if the application is still within the limits for a debt relief order.

6. Amendment to Agreement

- 6.1 I understand that StepChange Debt Charity may have to change this Agreement. If they do so they will send notice to me and/or provide access to the changes. Before StepChange Debt Charity makes such changes they will give me seven days' notice. If I do not accept the proposed changes then I can cancel this Agreement under clause 3.

7. Unhappy with the service

- 7.1 If I am unhappy with the service I can make a complaint by emailing customerrelations@stepchange.org or by writing to Client Complaints Manager, StepChange Debt Charity, Wade House, Merrion Centre, Leeds, LS2 8NG.
- 7.2 If I am not satisfied with the outcome of the complaint process I understand that I may complain to the Financial Ombudsman Service. For more information I can visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk

Client reference number:

Client name:.....

Client signature:.....

Date:.....

Foundation for Credit Counselling, Wade House, Merrion Centre, Leeds LS2 8NG trading as StepChange Debt Charity and StepChange Debt Charity Scotland. A registered charity no.1016630 and SC046263. It is a limited company registered in England and Wales (company no. 2757055).
Authorised and regulated by the Financial Conduct Authority