

Bankruptcy Support Service – Terms of Business

2011/04

Terms of business – Bankruptcy Support Service

Before you sign

What are the terms of our agreement?

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.

What do I have to do to begin the service?

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.

What happens after I have returned the signed terms of business?

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 Baker Evans Limited (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 Service**' 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 to **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 this agreement may be cancelled by **you** or **us**.

3 What will we 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 and provide you with ongoing support for a period of one calendar year via our bankruptcy support line.

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** do 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** do 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 any 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.

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 these 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 for bankruptcy being rejected or amended.**

5l **You** will have a 'cooling-off' period. During the period of seven working 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 Baker Evans Ltd, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5BE or by faxing us on 0844 826 2622. 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 7 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 to do in clause 5 above within seven days of **us** telling **you** about it
- 2 If 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 to **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: Compliance Department, Baker Evans Ltd, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5BE. 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 Service (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 our 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 to **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** to let **you** know the details.

9f This agreement shall 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 purposes 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: Data Protection Manager, Baker Evans Ltd, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5BE. **We** may change our privacy policy from time to time (details of which can be found on our website www.bakerevans.co.uk). **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**.

Declaration and Authority to Act

- a. I confirm that Baker Evans Ltd or their representative(s) have **my** full authority to act on **my** behalf in requesting any information regarding **my** financial affairs that they may require.
- b. I confirm that Baker Evans Ltd or their representative(s) have **my** full authority to notify **my** Creditors of my intention to petition for bankruptcy.
- c. I confirm that, to the best of **my** knowledge, the information given to Baker Evans Ltd is correct as at today and that I will advise **you** immediately if any of the relevant information given changes.
- d. I confirm that **you**, or authorised representative have **my** full authority to act on **my** behalf and to request any information regarding **my** financial affairs from **my** creditors or appropriate third parties that they may require.
- e. I confirm that, to the best of **my** knowledge and belief, the information given to Baker Evans Ltd is correct and that I will advise **you** immediately if the information I/we have already provided changes.

Your signature: I accept and agree to the terms of business of Baker Evans Limited as printed above, which I have read.

Name:

Signature:

Date: