

## Customer Contract

Definitions: Service Provider = "we", "us" or "our"; Customer = "you"; Debit Finance Collections Plc = "DFC"

### Terms of your Contract

#### Period of Commitment

You are agreeing to subscribe monthly for the services provided by the Service Provider and contracting to remain a subscriber for the minimum period of the contract ("Minimum Period").

#### Termination of Service

##### Limited right to cancel

During the Minimum Period you may cancel the contract only:

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hours of the services unreasonably resulting in you being subsequently unable to access the services.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
4. If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
5. If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion, suspend payments for two months. We will then review your financial situation with you.
6. If you become pregnant. You must produce documentary evidence and we may, at our discretion, suspend payments for three months. We will then review your situation with you.

#### Termination Payment for Early Cancellation

If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment").

The Termination Payment will be the total of:

1. Any arrears;
2. Any accumulated late payment charges that have been or will be incurred; and
3. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period.

You will be given credit for early payment, and this will be in the form of a discount applied against the total that you have to pay. For details of how the discount is calculated, please contact DFC.

#### Missing Payments

If you miss two payments, you will be deemed to have breached your contract.

#### Giving notice to cancel

DFC will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least one calendar month before the final payment of the Minimum Period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least one calendar months notice. The notice should be in writing or by e-mail and sent to the Service Provider or DFC.

#### Collecting your monthly subscriptions

DFC is our agent for the collection of your monthly subscriptions. DFC will collect your subscription monthly in advance on our behalf by Direct Debit.

If you fail to make a payment on time you will incur the following charges:

1. Fail to pay the subscription on the due date.....£15.00
  2. Fail to pay the missed subscription within 7 days of the date of a reminder letter.....£30.00
  3. Fail to pay the arrears and accrued charges within 7 days of the date of a Final Notice .....£45.00
- Late payment charges become payable immediately they are incurred.

#### Other Charges

1. Payment other than by Direct Debit .....£5.00
2. Any cheque returned unpaid by your bank .....£10.00

DFC is also our agent for serving notice and collecting any Termination Payment which becomes due. Any notice served on you in accordance with the terms of this contract, will be deemed to have been delivered to you the next day after it is despatched by us, or our agent.

If you fail to pay any amount due under this agreement for a period of more than one calendar month, then we may pass the debt to a third party company for collection. The costs incurred in employing the third party company will be borne by you including the costs in tracing you should you have changed address without telling us.

If you would like to make a complaint with the service you have received from DFC this should be in writing or by e-mail ([info@debitfinance.co.uk](mailto:info@debitfinance.co.uk)) and request a copy of our complaints handling policy.

This guarantee should be retained by the Payer

### The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Debit Finance Collections Plc will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Debit Finance Collections Plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Debit Finance Collections Plc or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society account.
  - If you receive a refund you are not entitled to, you must pay it back when Debit Finance Collections Plc asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

#### Data Protection Statement

Debit Finance Collections plc always uses information submitted by you ('Information') in accordance with all relevant data protection legislation. By signing this contract, you confirm your acceptance of the terms of the Data Protection Statement. Debit Finance Collections plc will use your information as follows:

To supply services as requested by you. This includes the transfer of information to employees, agents and third parties as required for this purpose.

For administration purposes

To market Debit Finance Collections plc services to you.

Debit Finance Collections plc may also disclose details of your account to a debt collecting agency for collection and tracing purposes. Debit Finance Collections plc may transfer its business assets (which may include your information) on the sale or merger of its business to the purchaser or merged entity (as the case may be).

The Data Protection Act 1998 gives you certain rights, including the right to request a copy of your information and to have inaccurate information corrected. Please contact the Data Protection Manager, Debit Finance Collections plc, PO Box 6046, Milton Keynes MK1 9BA