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**Debt Advice**

Service Agreement

**Description of service and limitations:**

The Debt Advice Service is a free service provided to customers of Amplius. Customers are defined as tenants, shared owners and members of their household. We also provide this service to staff members of Amplius.

The service is intended to advise customers on what options they have available to them with regards to managing their debts and then support the customer with following through their chosen option.

Please note that in the event of the customer choosing a non-insolvency option, or up to the point where an insolvency option is secured, we cannot guarantee a creditor will not proceed with interest charges or enforcement action against the debt even if we ask them to.

Please also note that we do not handle customers’ money so for any options which involve this we will refer the customer onto another agency which is able to do this.

Finally, whilst we hope you will be happy with our service, should you not be any complaints will be handled in accordance with our Money Advice Complaints Policy, a copy of which is available on our website or upon request. Please note this is separate to Amplius’ complaints policy because the service is subject to Financial Conduct Authority rules.

**We agree to:**

* Tell you what information we need from you in order to best advise you.
* Prepare a Financial Statement based on this information.
* Advise you as soon as possible on how to deal with your priority debts.
* Help you to maximise your income.
* Advise you of the consequences of non-payment of any debts and liabilities.
* Advise all your options to resolve your debts and the advantages and disadvantages of each so you can decide which option(s) work best for you.
* Confirm the advice given in writing, including information about each option discussed so you can make a fully informed decision.
* Support you through your chosen debt solution; please note we may need to signpost you to another agency where:
* We are unable to provide the chosen option in-house, or
* There is a conflict of interest
* Contact creditors on your behalf when agreed with you.
* Deal with all your affairs in the strictest of confidence, working in accordance with data protection laws.
* In line with our Confidentiality Policy, only share your information with your prior agreement, except where by law we are obliged to share this information, e.g. safeguarding or legal concerns.

**You agree to:**

* Provide all the information and evidence we request, including as a minimum:
* Proof of income:
	+ - Five weekly payslips or three monthly payslips
		- Benefit award letters
		- Evidence of any other income
		- Latest bank statements from all accounts
* Information about your expenditure
* Latest letter from each creditor you owe money to
* Sign a consent form giving us written permission to write on your behalf.
* Notify of us any relevant change to your circumstances, including:
* Change to financial situation
* Change to household members
* Change to contact details
* Respond promptly when we contact you.
* Keep appointments we make with you, notifying us as soon as possible if unable to do so.
* Follow all advice given, discussing with us if you think you are not able to do so.
* Keep to any repayment plans agreed with creditors, telling us immediately if you are not able to do so.
* Not to apply for any further borrowing while we are working with you without discussing this with us and having our approval first.

**Ending the service:**

The service can be ended for the following reasons:

* Your chosen debt solution is in place. Note that where this involves repayment plans, the solution is considered to be in place once all repayment plans are agreed and in payment
* You are no longer a customer (or household member of a customer) of Amplius; where possible we will signpost you to another agency
* You or a member of your household has behaved in an unacceptable manner (e.g. violent, aggressive or otherwise inappropriate behaviour) towards an Amplius colleague.
* You have broken the terms of this agreement
* You tell us you no longer wish to access the service

By signing this agreement, you are confirming you have read and understood the above and agreeing to the terms set out.

Name Name

Signature Signature

Date Date