

# TERMS OF BUSINESS

Our commitment to you

M<sup>c</sup>CAMBRIDGE DUFFY  
  
INSOLVENCY PRACTITIONERS

The agreement between you & us is made on the following terms

## Definition of terms

We/Us/Our	McCambridge Duffy LLP (or anyone to whom we transfer our rights and obligations under this agreement)
You	Our client whose name is recorded on the attached 'Agreement to Terms of Business'
Creditors	All the organisations and/or people you have told us you owe money to
Insolvency Advice	The administration services which we provide to you in connection with you consulting with us & our Insolvency Practitioner
Insolvency Practitioner ("IP")	An individual employed by McCambridge Duffy who is licensed to carry out insolvency procedures. They act as Nominee and Supervisor in an Individual Voluntary Arrangement

## Agreement

We are pleased to accept your instructions to act for you in relation to your current financial situation and we agree to provide you with insolvency advice. This document sets out the terms of business between you and us and this agreement will commence upon receipt of the signed enclosed 'Agreement to Terms of Business' document.

## Our role and responsibilities

We will provide our insolvency advice with reasonable care but we cannot guarantee the acceptance of an IVA. We will not be liable (in contract, negligence or otherwise) to you under this agreement. In any case we will not be responsible for delay or other things, which happen for reasons beyond our reasonable control. Nothing in this agreement affects your legal rights

As your case progresses with us the role of your IP will also change. Your IP will always act professionally, with transparency, fairness and objectivity in each role associated with the arrangement.

At the moment your IP is your professional adviser who has responsibilities only to you. We are here to help you to make the right decision about what you should do, and if you proceed with an IVA we help you put your proposal to your creditors.

When you go ahead with your IVA, the IP becomes the 'Nominee' for the purposes of your proposal. The Nominee is the IP proposed by you to be the Supervisor of your IVA. As Nominee your IP has a duty to ensure that your financial position is not materially different from what is contained within the proposal. They must ensure the proposal is not manifestly unfair and has a reasonable prospect of being implemented.

When your IVA has been approved the role of the IP will change again as they will become Supervisor of your IVA. They have a duty to ensure that the IVA is supervised in accordance with its terms as agreed between yourself and your creditors. They monitor the progress of the arrangement and ensure that any departure from the terms is identified and actioned at an early stage. They will ensure your IVA is closed promptly.

If you are proposing to introduce into your proposal assets held jointly with your partner or any third party, we recommend that they take independent legal advice. We will be preparing the proposal on your behalf and based on the information you have provided.

## What we will do for you

- A)** We will correspond with you by telephone, in writing, by email or by meeting as required and/or as reasonably requested by you so that we can provide our insolvency advice.
- B)** We will provide you with the relevant information to enable you to decide whether an Individual Voluntary Arrangement (“IVA”) is the best option for you given your circumstances.
- C)** If an IVA is appropriate we will assist you in drafting your proposal document for creditors and will liaise with your creditors in relation to this proposal.
- D)** We will ask you to pass us copies of all correspondence you have received from your creditors and let us know about any dealings you may have with these creditors. Using this information we will prepare your proposal on your behalf.
- E)** An Insolvency Practitioner (IP) employed by us will act as the Nominee in consideration of your proposal and will advise creditors whether your proposal is achievable and provides a fair balance between your interests and those of your creditors. Your IP is required to act with objectivity and independence in reporting on the merits of the proposal.
- F)** We will give you the opportunity to review your proposal for factual accuracy prior to you committing to anything and will make any necessary amendments following your review.
- G)** If your IVA is approved, an IP employed by us will act as Supervisor, ensuring that the arrangement is supervised in accordance with its terms and that the IVA's progress is monitored and reported to creditors accordingly.
- H)** If you do not enter into an IVA, we may recommend other services to you. Acting in good faith, we are not responsible for any acts from these services.

## What you need to do

- A)** You must co-operate with us fully and follow our reasonable instructions.
- B)** You will formally instruct us by signing and returning the enclosed 'Agreement to Terms of Business' document.
- C)** You will provide us with full, accurate, and honest details relating to your personal finances together with all accompanying documentation we request.
- D)** You will be open and honest about all information that you provide so that we can make an accurate assessment of your situation and can be confident that any proposal accurately reflects your circumstances.
- E)** You will pass us copies of all correspondence you have received from your creditors and let us know about any dealings you may have with these creditors. You will not ignore correspondence or any communication from your creditors or any person acting on behalf of a creditor.
- F)** You will tell us as soon as possible about any change in your circumstances.
- G)** You will not enter into negotiations with any of your creditors that could have the effect of preventing us from fulfilling our obligations under this agreement.

## How this agreement comes to an end

This agreement will end if your IVA is successful. We may end this agreement at any time if you fail to do adhere to your obligations outlined above; if we are unable to carry out this agreement because of something beyond our reasonable control; or; if your case is deemed unsuitable for an IVA. You may end this agreement at any time up to your IVA completing successfully by giving us written notice.

## Complaints procedure

Whilst we make every effort to ensure the smooth progress of your case, occasionally instances do arise whereby a complaint is appropriate. If you wish to lodge a complaint, please submit details in writing addressed to: The Compliance Officer, M<sup>c</sup>Cambridge Duffy LLP, Templemore Business Park, Northland Road, Derry BT48 0LD. You will receive acknowledgment of your complaint within 5 working days with a full written response issued within a further 14 days.

In the event that you have exhausted our complaints procedure or you are not satisfied that your complaint has been resolved then you may wish to refer your complaint to the regulatory body that licences your IP. Please note that this procedure may differ depending on which of our IPs has been appointed as your Nominee or Supervisor. For more specific information relating to this please visit our website at [www.mccambridgeduffy.co.uk/complaints-procedure-mcd.doc](http://www.mccambridgeduffy.co.uk/complaints-procedure-mcd.doc) and follow the relevant process for your named IP. This complaints procedure does not affect your legal rights.

## Fees

We do not charge any upfront fees for offering our insolvency advice. There are 2 types of fees drawn by the IP during your IVA. These are the Nominee fee and Supervisor fee.

All fees drawn by M<sup>c</sup>Cambridge Duffy are deducted from the payments you make to your voluntary arrangement and are subject to agreement with you and your creditors. You will not pay anything over and above your agreed monthly payment to your arrangement.

## Nominee Fee

This fee is for work conducted up to the meeting of creditors being held for them to consider your proposal and will cover providing you with insolvency advice, assisting you in drafting your proposal to creditors and convening and holding the meeting of creditors. This fee is usually calculated as being the first 5 payments made to your voluntary arrangement. If your proposal is rejected or withdrawn we will write off the balance owing however we do reserve the right to pursue you for the balance in the event that you enter into further insolvency proceedings.

## Supervisor Fee

This fee is for work conducted following the approval of your arrangement and the appointment of your IP as Supervisor. It will cover taking care of the day to day running of your arrangement, issuing reports to you and your creditors, making dividend distributions to your creditors, and administering all other agreed terms of the arrangement. This fee is usually calculated as being 15% of realisations to your arrangement (once the Nominee fee has been paid) and will be drawn monthly from your contribution.

## Other Information

Any information you give to us will be confidential. You should keep copies of all documents that you send to us. If you ask us to end this agreement, we will return to you any documents you have sent to us. 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. This agreement is governed by English law or Northern Ireland law where applicable.

In order to comply with the Provision of Services legislation, the practice's professional indemnity insurance is provided by Senior Wright Indemnity Limited, of 7/17 Jewry Street, London, EC3N 2EX. This professional indemnity insurance provides worldwide coverage, excluding professional business carried out from an office in the United States of America or Canada, and any action for a claim bought in any court in the United States of America or Canada.

I understand that if I am provided with services remotely rather than face-to-face I may have the right to cancel my instructions without any cost as long as I do so within 14 days of the instruction. I also understand that I can waive that right if I want the firm to take action within the 14 days without waiting. For the avoidance of any doubt, by signing the attached 'Agreement to Terms of Business' I formally waive my right to notice and instruct M<sup>c</sup>Cambridge Duffy, Templemore Business Park, Northland Road, Derry BT48 0LD to assist with my proposals on the terms contained in the engagement letter without waiting for the 14 days to expire.

## Data Protection

We may use and disclose your personal information in accordance with our data protection statement, which you have received with these terms of business, and you agree to this by signing this agreement.

### Data Protection Statement

When you apply for our service, you give us information about your financial and personal circumstances. We may also collect information about your financial and personal circumstances if we need to contact your creditors. In this statement, we call this information “personal information”.

We know how important it is to protect information. We use your personal information to help us provide our service to you. In particular, we use personal information in our dealings with your arrangement and your creditors.

We may share personal information within our company and with other companies in our group, who may use it for the same purposes as us.

Otherwise, we will only disclose personal information as necessary to keep to laws or regulations or to anyone we may transfer or sub-contract any or all of our rights and obligations to under our insolvency service agreement with you.

We must keep to the Data Protection Act 1998. Under this Act, 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 Act we may charge you a fee for this request. You may also ask us to amend your personal information if it is inaccurate.

We may change our privacy policy from time to time. We will let you know about the changes by sending you details of our new policy.

Please send any letters to *The Data Protection Manager, M<sup>c</sup>Cambridge Duffy LLP, Templemore Business Park, Northland Road, Derry BT48 0LD*

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