

# 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").

-Once you have completed the minimum number of Direct Debit payments we will automatically continue to collect the agreed Direct Debit payment amount on the frequency chosen at the time of setting up the Direct Debit Instruction. Your contract will continue until terminated in accordance with these provisions.

-You may cancel the automatic renewal of this contract at any time by providing at least 1 Months notice in writing or by e-mail (info@debitfinance.co.uk) to the Service Provider or to DFC.

## COOLING OFF PERIOD

-This contract commences once you have indicated your acceptance in the Declaration section of this contract. You have 14 full days after sign up to cancel this contract for any reason. To exercise this right, you must inform us of this by post, email or telephone using the details provided. Alternatively, you can notify DFC in writing or by email to info@debitfinance.co.uk. If you exercise this right to cancel, we will reimburse you all joining and subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from sign up to the date cancellation was requested.

-Your subscription starts immediately.

-You will be entitled to all the rights and privileges extended to you for the type of subscription chosen.

## TERMINATION OF SERVICE, LIMITED RIGHTS 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 being 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 your 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 1 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 1 calendar months notice. The notice should be in writing or by e-mail (info@debitfinance.co.uk) 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 correspondence £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 when they are incurred.

-Other Charges include:

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 would like to make a complaint with the service you have received from DFC, this should be in writing or by e-mail to (info@debitfinance.co.uk). You may also request a copy of our complaints handling policy.

If you fail to pay any amount due under this agreement for a period of more than 30 days, 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.

#### 14 Day Cooling Off Period Cancellation Form

If you are outside the 14 day cooling off period, please contact a member of our Customer Service Team on the telephone number provided below quoting your DFC Reference.

To Debit Finance Collections Plc  
16 Davy Avenue  
Knowlhill  
Milton Keynes  
MK5 8PL

Tel: 01908 422 007  
Email: info@debitfinance.co.uk  
Website: www.debitfinance.co.uk

#### To be completed by the account holder.

I hereby give notice that I \_\_\_\_\_ cancel my contract.  
(Insert Full Name)

My Unique DFC Reference \_\_\_\_\_ (This can be found on your Welcome Email)  
(Insert i.e.000101AB1234)

Correspondence Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code \_\_\_\_\_

Reason for Cancellation: \_\_\_\_\_

Signature of Account Holder: \_\_\_\_\_ Date: \_\_\_\_\_

(If this form is being returned by email we will use your email as confirmation to cancel the contract with DFC and the Service Provider)

### 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 agreement you confirm your acceptance of the terms of the Data Protection Statement. Debit Finance Collections plc will use information as follows:

- To supply services as requested by you including 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 include information) on sale or merger of its business.

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.

#### 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 Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Live Active Leisure will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Live Active Leisure 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 Live Active Leisure 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.
- If you receive a refund you are not entitled to, you must pay it back when Live Active Leisure 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.