

# Terms & Conditions

1. The Bankruptcy Protection Fund Limited (BPF) will have the exclusive right for a period of 6 months (unless by mutual agreement such arrangement is terminated) from the date of your authority of to act on your behalf in connection with the annulment of your bankruptcy.
2. BPF, after confirming the said instructions with you, will, at their discretion, appoint a solicitor from their recommended panel to act on your behalf to make an application to the court to annul your bankruptcy.
3. BPF or their agents have your full authority to correspond with any parties to obtain any information required to annul your bankruptcy and as such may deviate from the provisions of the DPA as they see fit.
4. BPF will make arrangements to source sufficient funds to pay off ALL your unsecured credit in full and repay as much of your registered charge(s) as they deem necessary to effect the annulment of the bankruptcy and the securing of the monies provided. These funds will be provided by Amalgamated Finance Ltd by way of a secured loan. Full details available on request.
5. BPF may refer you to an independent mortgage broker who will use their best endeavours to arrange, through their agents, an agreed repayment method/exit route (or other transaction which will release monies from your home) for such amount as is required to pay off the full indebtedness to the third party funder, together with the amount outstanding on any charge on your property and costs incurred herewith. This is not a guarantee and the responsibility to ensure that any bridging loan advanced is repaid within the specified period is yours (this is usually 90 days). We cannot guarantee that any repayment method will be available during and at the end of this period. The loan is secured on your property by way of a registered charge. Failure to repay may result in the enforcement of the security which could result in the loss of your home. The 90 day loan period will not be reduced/extended.
6. It is a condition precedent that you will fully cooperate with BPF, your solicitor and their agents.
7. For loans below £35,000, BPF will charge a fee of £5350 plus VAT and disbursements provided you cooperate fully. For liabilities above £35,000, a bespoke fee applies which will be 15% plus VAT of the required amount to be advanced. We reserve the right to amend either of these charging structures if the matter becomes unduly protracted as a result of your failure to cooperate.
8. Fees may be charged by other parties during your annulment and remortgage process if monies are required to fund the annulment. This will not apply if the annulment is self funding. A full breakdown of fees will be provided upon set up of your case and confirmed to you before the transaction for your approval, prior to the annulment.
9. Our Companies fees ONLY become payable if and when we are successful in obtaining the annulment of your bankruptcy (or alternative agreed service provision, e.g. Bankruptcy Petition dismissal, buying Out of a Trustee's interest in your assets). We operate a No Win No Fee policy. All assessments are free.
10. It is a condition precedent of our acceptance of your instruction that you fully and unconditionally cooperate with all the parties both pre and post annulment.

## 11. Cancellation Rights:

We operate a No Win No Fee Policy. You can cancel your agreement with BPF Ltd at any stage prior to funds being released to any party. This will not incur any penalty unless specific costs have been incurred in the meantime (bespoke agreements with solicitors/3<sup>rd</sup> parties etc). This has to be in writing and by the direct party involved only. No verbal request to cancel will be accepted.

No request of any kind will be accepted from any other party acting on your behalf, unless we have previously received their authority to act on your behalf.

If this is received after any payment to clear any of the bankruptcy debts and costs has been made, usually 2 weeks prior to the annulment hearing date, then we are unable to accept the request to cancel the agreement. Address for written notification to cancel:

The Bankruptcy Protection Fund Ltd , Metropolitan House, 20 Brindley Road, Manchester, M16 9HQ

**Signed .....** **Bankrupt**

**Signed .....** **Co-owner/s of the property**

**Date .....**