

Terms & Conditions

Debt Advice

Money Wellness Limited. Registered office: Blue Tower, MediaCityUK, Salford Quays, United Kingdom, M50 2NT. Registered in England and Wales, registration number 02855061. Authorised and regulated by the Financial Conduct Authority. Calls may be recorded for training and quality purposes.

1. Introduction

- a) These terms apply to your debt advice session with us. By accessing our debt advice service, you agree to these terms.
- b) We provide both regulated debt advice and non-regulated money guidance. Our regulated advice is authorised and overseen by the Financial Conduct Authority (FCA). You can find examples of our regulated advice and non-regulated guidance at Section 2 of these terms.
- c) Following your debt advice session with us, if a debt solution is recommended, you do not have to go ahead with it.

2. Regulated and non-regulated advice

- a) This table provides an overview of examples of where our advice may be regulated or non-regulated.
- b) This table is a non-exhaustive list and should be used for guidance only.

Non-regulated	Regulated
Initial enquiries to gather information about your financial circumstances	Providing advice tailored to your financial circumstances based on your income and expenditure
Completion of: - an income and expenditure assessment; - grant assessment; or - benefit assessment.	Recommending a debt solution
General guidance relating to non-consumer credit debt, budgeting support and bailiff information	Confirming why other debt solutions may not be available or suitable for you
Signposting you to other third parties who may be able to support you with debt and non-debt related matters	Explaining the next steps to proceed to a debt solution
Referring you to another appropriate team so you can receive regulated debt advice	Providing you with advice on managing your debts directly with creditors

- c) As part of our service, and with your consent, we may obtain a copy of your credit report. This may be carried out as part of either our regulated or unregulated advice processes.

3. Our service – what we will do

- a) We will assess your financial circumstances and provide clear information about the support available to help you manage your circumstances. This may include completing benefits assessments, suggesting income maximisation opportunities, or referring you to other organisations where appropriate.
- b) Where we are providing regulated debt advice, we will provide clear, fair and impartial advice based on your individual circumstances. This will help you understand your financial situation and the options available to manage your debts.
- c) Where we are providing regulated debt advice, we will assess the debt solutions and advise on those that are suitable for your circumstances. We will only provide advice on the following debt solutions:

Solutions in England and Wales

- Debt Management Plan;
- Debt Relief Order;
- Individual Voluntary Arrangement;
- Bankruptcy; and
- Breathing Space (a temporary protection which can provide short term debt relief from creditor action).

Solutions in Scotland

- Protected Trust Deed;
- Debt Arrangement Scheme;
- Sequestration; and
- Minimal Asset Process.

There may be other solutions available in the wider market that we do not advise on.

- d) If the above options are not suitable for your circumstances, we will explain this to you and may provide information to help you manage your debts yourself and/or refer you to an organisation that may offer further support.
- e) We ensure that:
 - Our advice is clear, fair and based on the information you provide to us. We will not normally verify this information unless we tell you otherwise; and
 - all information you provide to us is treated confidentially.

4. Our service – what we won't do

- a) We will not give you any legal advice or represent you in court.
- b) We will not charge you a fee for our debt advice service. Having received debt advice, should you choose to proceed with a debt solution with a third party, we will clearly explain any fees, including how and when they are payable, before you make any commitment.
- c) We will not provide advice on lending or credit.
- d) Any general money guidance or budgeting support we provide is not regulated by the FCA and does not constitute regulated financial advice.

5. What you must do

- a) You must tell us about your current and future circumstances including:
 - your income;
 - your living arrangements and living costs;
 - what you spend your money on;
 - who you support financially; and
 - who you owe money to.
- b) Any information you give us must be complete, accurate and truthful.
- c) You should make us aware of any vulnerabilities or personal circumstances that may affect your ability to engage with our services, so that we can provide appropriate support to your needs.

- d) If we ask you to, you must give us proof of the information you have given us. For example, we may ask for copies of payslips, bank statements or other supporting documents.
- e) Where additional services are required, we may ask you to agree to additional terms. For example, the Digital Debt Advice Terms of Use. These terms will apply concurrently.

6. Fees

- a) We will not charge you a fee for our debt advice service.
- b) Having received debt advice, should you choose to proceed with a debt solution with a third party, we will clearly explain any fees, including how and when they are payable, before you make any commitment.

7. How we will use your personal information

- a) We will only collect, use and share information from and about you if we:
- have agreed this with you first;
 - have to do so under a law, regulation or contract;
 - have a public duty to do so;
 - need to do so to provide our service; or
 - believe that processing your information is reasonable and does not affect your rights.
- b) The information we will collect from or about you is likely to include the following:
- your personal details (for example, your name and date of birth);
 - your address;
 - your contact details (for example, your phone number and email address);
 - financial information;
 - employment information;
 - information on how you use our website, products and services; and
 - 'Special Categories of Data' (as defined by the Data Protection Act 2018 and listed in our [Privacy Policy](#)). We will only process information relating to criminal convictions or offences where this is required by law.
- c) Our [Privacy Policy](#) explains in detail how we will use your personal information and tells you your rights relating to how your personal information can be used.
- d) With your permission, we will share your information with TransUnion International UK Ltd ("TransUnion") to request a copy of your credit report.
- e) We can only request a copy of your credit report on your behalf, not for a third party, with your permission and if you meet the relevant eligibility requirements.
- f) An authentication check will be carried out as part of the request process. If you do not pass the check, neither we nor TransUnion are required to tell you why.
- g) If our request for your credit report is successful, we will use your credit report to provide our services to you.
- h) We will not give you a copy of your credit report as part of our service.
- i) TransUnion provides your credit report for information and guidance purposes only and does not warrant the accuracy of information provided.
- j) You must tell us if you no longer consent for us to hold and use your credit report.
- k) If you think any information provided by TransUnion is wrong, and we can't answer your query, we will refer it to TransUnion.

8. What to do if you are unhappy with our service

- a) If you are unhappy with the service we provide, you may find our [Complaints Policy](#) helpful.
- b) You can complain by:

- phoning us on 0161 518 8282;
- sending an email to customerrelations@moneywellness.com; or
- writing to our Customer Relations Department at Blue Tower, MediaCityUK, Salford Quays, United Kingdom, M50 2NT

c) We will investigate your complaint and provide you with a final response of our findings within eight weeks.

d) If you are still unhappy after we send you our final response, or if we don't send you a response within eight weeks, you may have the right to complain to the Financial Ombudsman Service. Should this right be relevant to you, you can:

- phone them on 0800 023 4567;
- send an email to complaint.info@financial-ombudsman.org.uk; or
- write to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

For more information about the Financial Ombudsman Service, visit their website at www.financial-ombudsman.org.uk.

9. Term and Termination

a) These terms will apply to debt advice from 2nd September 2026 onwards.

b) You agree to these terms on the date your debt advice session starts.

c) This agreement will continue until:

- you complete your debt advice session with us and receive support, guidance and/or a debt solution recommendation;
- you enter into a debt solution with us; or
- either you or we end the agreement.

d) You can end the agreement at any time for any reason. Ending this agreement will not affect any rights or obligations that have already arisen.

e) If you enter into a debt solution with us, the terms and conditions of the solution shall come into effect on your agreement.

f) Should you wish to end the agreement, phone us on 0161 518 8282 or write to us at Blue Tower, MediaCityUK, Salford Quays, United Kingdom, M50 2NT.

g) When the agreement ends, our obligations to you will end and we will stop providing the services to you.

10. Governing Law

These terms are governed by the laws of England and Wales. Should there be any disagreement, it will be handled by the courts of England and Wales.