

**REQUIREMENTS IMPOSED BY THE OFFICE OF FAIR TRADING ('OFT')  
PURSUANT TO SECTION 33A AND SECTION 33D(4) OF THE CONSUMER  
CREDIT ACT 1974 ('the Act')**

**REQUIREMENTS RELATING TO:**

Kingston Debt Solutions Limited ('KDL') (Consumer Credit Licence Number 629987) registered office address: Lowgate Centre, 76-78, Lowgate, Hull, HU1 1HP.

**THE OFT REQUIRES THAT KDL:**

1. Shall put in place adequate policies and procedures to ensure that it is able to comply with all relevant guidance and legislation.
2. Shall ensure that advertising or promotional material across all media types, including websites and pre-contract information is not misleading and:
  - 2.1 does not claim or imply that any part of KDL's service is free if a fee is payable for a product or service at any stage (including nominee/upfront and supervisory/administration fees), even if the initial advice is free;
  - 2.2 does not claim or imply that a debt management option is a stress free solution;
  - 2.3 does not claim or imply that interest and charges that the consumer is liable for will be frozen or that demands from creditors, including phone calls and letters, will stop without making it equally clear that the creditors do not have to freeze interest and charges and do not have to stop collection activity/legal action;
  - 2.4 truthfully and clearly states to the consumer all characteristics (including any disadvantages) of the debt management products being suggested by KDL, including, but not limited to:
    - 2.4.1 the effect of the product on a consumers' credit rating;
    - 2.4.2 the likelihood of any percentage of a consumer's debt being written off as a result of using the suggested product; or
    - 2.4.3 the duration of the debt management plan and the possibility that it will affect a consumer's credit rating for up to 6 years after payment of debts is completed.
  - 2.5 actively signposts the consumer to the Insolvency Service guide "In Debt? Dealing with your creditors".
3. Shall inform consumers of their statutory cancellation rights before, after, and at the point that the consumer contracts with KDL.

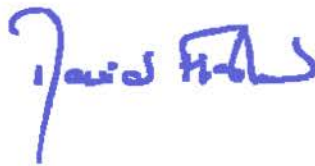
4. Shall clearly and prominently display details of all fees on its website, in its terms and conditions and on any letter or correspondence sent to a consumer before they contract with KDL.
5. Shall, at the request of the OFT, provide an audit report on KDL's compliance with legislation and OFT guidance in respect of all licensable activities undertaken by KDL.

In arranging the audit report, KDL must:

- 5.1 propose a suitably qualified independent third party (an 'auditor') to carry out the audit within one month of receiving a request from the OFT;
- 5.2 provide full details of the proposed auditor to the OFT, including the name of the organisation or company chosen and its qualifications to carry out an audit so that the OFT can determine whether the proposed auditor is suitably qualified (such determination to be made within four weeks of receipt of details of the proposed auditor from KDL);
- 5.3 appoint the proposed auditor to audit KDL's practices as soon as reasonably practicable after the OFT has approved KDL's proposal; and
- 5.4 provide a copy of the appointed auditor's report to the OFT within two weeks of receiving the report.

**ANY FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RENDER KINGSTON DEBT SOLUTIONS LIMITED LIABLE TO FURTHER FORMAL ACTION BY THE OFT. THIS COULD INCLUDE THE IMPOSITION OF FINANCIAL PENALTIES PURSUANT TO SECTION 39A OF THE ACT AND/OR THE REVOCATION OF KINGSTON DEBT SOLUTIONS LIMITED'S CONSUMER CREDIT LICENCE PURSUANT TO SECTION 32 OF THE ACT.**

**Signed:**



**David Fisher**

**Director, Consumer Credit Group  
Authorised signatory on behalf of the OFT**

**Date:**

25/05/2012