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## SCHEDULE 1

Regulation 2(2)

### FORMS

#### The Debt Arrangement Scheme (Scotland) Regulations 2011

#### FORM 1 Regulation 20(2) APPLICATION FOR APPROVAL OF A DEBT PAYMENT PROGRAMME

##### SECTION 1

###### 1 Details of Applicant (Money Adviser)

Unique ID Number	
Name	
Address	
Contact Name (if different)	
Phone No.	

##### SECTION 2

###### 2 Details of the debtor(s) applying for a Debt Payment Programme (DPP)

###### 2a. Details of the debtor

Surname	
First Name(s)	
Any other name the debtor has been known by	
Date of Birth (DD/MM/YYYY)	
Address	
Town	
Postcode	
Email address (if applicable)	
Telephone – Home	
Telephone – Mobile	
Business Name (if applicable)	
Business Address	
Town	
Postcode	

2b. Is this application a result of a revoked joint application? Yes  No

2c. Is this a joint application? Yes  No

If 'no', go to Section 3.  
If 'yes', are the debtors jointly and severally liable for any debt? AND Yes  No

If 'yes', do the debtors applying for a joint DPP meet the criteria in Regulation 22(1)?

- a) husband and wife to each other
- b) civil partners of each other
- c) living together as husband and wife
- d) the same sex living together as in a husband and wife relationship

If 'no', DO NOT PROCEED with a joint DPP.

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**2d. Do both debtors consent to a joint application?** Yes  No

If 'yes', complete 2e. If 'no', DO NOT PROCEED with a joint DPP.

**2e. Details of the other debtor in a joint DPP**

Surname	
First Name(s)	
Any other name the debtor has been known by	
Date of Birth (DD/MM/YYYY)	
Address	
Town	
Postcode	
Email address (if applicable)	
Telephone – Home	
Telephone – Mobile	
Business Name (if applicable)	
Business Address	
Town	
Postcode	

**SECTION 3**

**3 Eligibility to Apply**

Debtor(s) must satisfy a number of conditions to be eligible to apply for approval of a DPP.

**3a. Is the programme for ONE debt only?** Yes  No

If 'yes', is the debtor involved in a time to pay direction, time to pay order or time order for the debt in the DPP? Yes  No

If 'yes', to this second question, the debtor is NOT Eligible to apply for a programme where this debt is the only debt. (Reg. 21(3))

**3b. Is the debtor, or in the case of a joint application, either of the debtors paying any debt under a conjoined arrestment order?** Yes  No

If 'yes', has a creditor, including a creditor of a debt being paid under a conjoined arrestment order in respect of another debt, attempted to enforce a debt due by the debtor by any lawful means? Yes  No

If 'no', the debtor is NOT Eligible for a programme. (Reg. 21(4))

**3c. Is the debtor, or in the case of a joint application, either of the debtors:**

i) currently an undischarged bankrupt in Scotland, England or Wales? Yes  No

ii) currently subject to a bankruptcy restrictions order (BRO) or bound by a bankruptcy restrictions undertaking (BRU)? Yes  No

If 'yes' to any i) or ii), the debtor is NOT Eligible for a programme. (Reg. 21(2))

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**3d. Has the debtor, or in the case of a joint application, either of the debtors granted a trust deed that has become protected?** Yes  No

If 'yes', the debtor is NOT Eligible for a programme. (Reg. 21(2))

**SECTION 4**

**4 Debt to be included in the Debt Payment Programme**

Where this is a joint application, debts for which both debtors are jointly and severally liable should be listed separately.

**4a. The following are debts which are to be included in the programme owed by ..... (debtor's name)**

Creditor's Name, address (incl. postcode)	Creditor ref.	ID	Account number	Amount owed		Payment offer (per instalment)	
				£	p	£	p

Complete (i) and (ii) for joint applications only.

**4a. i) The following are debts which are to be included in the programme owed by ..... (debtor's name)**

Creditor's Name, address (incl. postcode)	Creditor ref.	ID	Account number	Amount owed		Payment offer (per instalment)	
				£	p	£	p

**4a. ii) The following are joint and severally liable debts which are to be included in the programme.**

Creditor's Name, address (incl. postcode)	Creditor ref.	ID	Account number	Amount owed		Payment offer (per instalment)	
				£	p	£	p

**4b. Total debt to be included in the programme.**

TOTAL DEBT	£	p
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**4c. Is the debtor, or in the case of a joint application, either of the debtors, subject to any arrestment or arrestment of their income?** Yes  No

If 'yes', provide additional information to the DAS Administrator

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**SECTION 5**

**5 Financial statement of the debtor(s)**

**5a. The following is the net income and expenditure of ..... (debtor's name) in the programme**

Total salary or wages	£	p
Total income from benefits	£	p
Total pension income	£	p
Total other income	£	p
<b>Total income</b>	£	p

Payment frequency  
 Weekly       Fortnightly       Monthly       4 weekly

Total household expenditure	£	p
Total travel expenditure	£	p
Total phone expenditure	£	p
Total other expenditure	£	p
<b>Total disposable income</b>	£	p

Complete for joint applications only.

**5a. i) The following is the net income and expenditure of ..... (debtor's name) in the programme**

Total salary or wages	£	p
Total income from benefits	£	p
Total pension income	£	p
Total other income	£	p
<b>Total income</b>	£	p

Payment frequency  
 Weekly       Fortnightly       Monthly       4 weekly

Total household expenditure	£	p
Total travel expenditure	£	p
Total phone expenditure	£	p
Total other expenditure	£	p
<b>Total disposable income</b>	£	p

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**5b. The debtor, or the debtors in the case of a joint DPP, propose(s) the following:**

i) Total payment offer of  over  instalments

Payment frequency

Weekly

Fortnightly

Monthly

4 weekly

ii) Lump sum offer of

iii) Lump sum to be paid on the following date or dates:

iv) Realisation of the following asset(s) for the benefit of creditors:

## SECTION 6

### 6 Payment Details

6a. The debtor, or the debtors in the case of a joint application, agree to make the first payment under the programme during the period of one month immediately following the date on which the DPP is approved.

Yes  No

6b. The debtor, or the debtors in the case of a joint application, agree to make all payments to the Payments Distributor detailed below or to any other Payments Distributor notified by the DAS Administrator:

Payments Distributor  
Address

6c. The debtor, or the debtors in the case of a joint application, understand that the Payments Distributor will deduct \_\_\_\_\_% from the payment due to the creditors to cover their costs, in addition to 2% application fee.

Yes  No

6d. The debtor(s) wish to pay using one of the following payment methods (tick preferred method):

- Direct Debit
- Standing Order
- Cheque
- Postal Order
- PayPoint
- E-Banking
- Payment Mandate from salary/wages
- Specify other: \_\_\_\_\_

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**6e. If the debtor(s) selected Direct Debit or Standing Order, provide bank account details:**

Name of bank										
Name of account holder(s)										
Bank account number										
Sort Code				-				-		

Preferred date for the payment to be made is: \_\_\_\_\_

**6f. If the debtor(s) selected payment direct from salary or wages, provide employer's details:**

Name of Employer	
Address	
Town / City	
Postcode	
Business Fax/phone number	
Business e-mail address	
Debtor/ Employee NI number	
Debtor/ Employee payroll number	

**SECTION 7**

**7a. The debtor, or debtors in the case of a joint application, understand that if the programme is approved they must meet the following conditions:**

- (a) make all payments under a programme as they fall due; \_\_\_\_\_
- (b) pay a continuing liability when due for payment; \_\_\_\_\_
- (c) make no additional payment to a creditor for a debt that is included in the programme; \_\_\_\_\_
- (d) not apply for or obtain credit beyond that permitted by DAS Regulations; \_\_\_\_\_
- (e) notify the Accountant in Bankruptcy (1 Pennyburn Road, Kilwinning) and, if applicable, their continuing money adviser of any—
  - (i) change of address; or
  - (ii) material change of circumstances, within 7 days of becoming aware of the change; \_\_\_\_\_
- (f) within 10 days after receipt by the debtor of a written request, provide such information or evidence on their income, assets or liabilities as requested; \_\_\_\_\_
- (g) make all payments in respect of credit obtained under the Regulations as they fall due; \_\_\_\_\_
- (h) give all notices and intimations which are required to be given under the Regulations; \_\_\_\_\_
- (i) complete, and submit when due, a tax or duty return or declaration; and pay the tax or duty so returned or declared; and \_\_\_\_\_
- (j) notify the DAS Administrator as soon as reasonably practicable of a money adviser ceasing to act for them for any reason other than the resignation, or revocation or suspension of approval, of the adviser; \_\_\_\_\_

**7b. The debtor, or debtors in the case of a joint application, understand that if the programme is approved they may be bound by any other reasonable condition as specified by the DAS Administrator intended to secure completion of the programme. Yes  No**

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7c. The debtor, or debtors in the case of a joint application, understand that any personal information provided to the DAS Administrator will be used to discharge their statutory functions under the Debt Arrangement and Attachment (Scotland) Act 2002 and other relevant legislation and that personal information will not be disclosed to third parties except in special circumstances as provided by legislation. Yes  No

7d. The debtor, or debtors in the case of a joint application, understand that the DAS Administrator (or an agent acting on their behalf) may also contact them to discuss their experience as part of our ongoing commitment to customer service. Does the debtor agree to being contacted in this way? Yes  No

**SECTION 8**

The DAS Administrator in determining whether to approve a programme may consider, information provided by the debtor, or debtors in the case of a joint DPP; the extent to which creditors have consented to a programme and any comment made by the money adviser who has provided advice to the debtor(s). The DAS Administrator may consider the fair and reasonable conditions set out in the regulations, including the term of the programme and may also have regard to any other factor the DAS Administrator considers appropriate.

**8. Provide any supporting information or comments below that you wish the DAS Administrator to take into consideration.**

Supporting Information:

**SECTION 9**

**9. Declaration by Money Adviser**

I declare that the debtor, or in the case of a joint application the debtors, received appropriate financial advice and information about applying for a DPP, including the conditions and that their information will be held on a DAS Register.

I declare that the debtor, or in the case of a joint application the debtors, have consented to proceed with this application without signing this declaration.

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**10. Signature of Debtor(s)**

**(Where form not submitted on debtor(s) declaration in Section 9 above)**

I apply for approval of the debt payment programme(DPP) set out in this application and declare that I have received appropriate financial advice and information about applying for a DPP, including the conditions which apply. I also understand that information about my DPP will be held on a DAS Register.

Signature of Debtor \_\_\_\_\_ date \_\_\_\_\_

Signature of other debtor in a Joint DPP \_\_\_\_\_ date \_\_\_\_\_



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### The Debt Arrangement Scheme (Scotland) Regulations 2011

FORM 2 Regulation 29(4)(a)(ii)  
NOTIFICATION TO CREDITOR OF APPROVAL OF A DEBT PAYMENT PROGRAMME

#### SECTION 1

1a DAS Case Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1b Date the Debt payment Programme (DPP) was approved \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

#### SECTION 2

2 Creditor

ID No. (where appropriate)  
Name of Company  
Or, if appropriate, creditor's name  
Address  
  
Town  
Postcode


#### SECTION 3

3 Details of the debtor

Surname  
First Name(s)  
Any other name the debtor has been known by  
Date of Birth (DD/MM/YYYY)  
Address

-
-

Town  
Postcode

Business Name (if applicable)  
Business Address  
Town  
Postcode


3a Details of second debtor in joint DPP

Surname  
First Name(s)  
Any other name the debtor has been known by  
Date of Birth (DD/MM/YYYY)  
Address

-
-

Town  
Postcode

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Business Name (if applicable)	
Business Address	
Town	
Postcode	

**SECTION 4**

**4 Details of Debt included in Programme**

The debtor, or the debtors in the case of a joint application, agree to make the first payment under the programme during the period of one month immediately following the date on which the DPP is approved.

**4a. The debtor, or the debtors in the case of a joint application, agree to make all payments to the Payments Distributor detailed below unless another Payments Distributor is notified by the DAS Administrator:**

Payments Distributor Address	
------------------------------	--

**4b. The Payments Distributor will deduct 2% from the payment due to the creditors from each instalment to cover the fee payable to the DAS Administrator for consideration of the DPP application and an additional \_\_\_\_\_ % fee for administering the payments distribution.**

**4c. The following are debts which are included in the programme owed by ..... (debtor's name)**

Account number	Amount owed		Payment amount (per instalment)		Net amount payable to creditor (per instalment)	
	£	p	£	p	£	p

*(Continue to list all debts, if more than one)*

For joint DPPs only.

**4c. i) The following are debts which are included in the programme owed by ..... (debtor's name)**

Account number	Amount owed		Payment amount (per instalment)		Net amount payable to creditor (per instalment)	
	£	p	£	p	£	p

*(Continue to list all debts, if more than one)*

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**4c. ii) The following are joint and severally liable debts which are included in the programme.**

Account number	Amount owed		Payment amount (per instalment)		Net amount payable to creditor (per instalment)	
	£	p	£	p	£	p
<i>(Continue to list all debts, if more than one)</i>						

**4d. The debtor, or the debtors in the case of a joint DPP, will pay the following:**

i) Total payment amount of  over  instalments

Payment frequency  
 Weekly       Fortnightly       Monthly       4 weekly

ii) Lump sum offer of

iii) Lump sum to be paid on the following date or dates:

iv) Realisation of the following asset(s):

**SECTION 5**

**5. Notification by Continuing Money Adviser or the DAS Administrator (where appropriate)**

You are notified that the debtor, or debtors in the case of a joint programme, specified in this notice are taking part in a DPP approved under the Debt Arrangement Scheme (Scotland) Regulations 2011.

Name of person sending this notice \_\_\_\_\_ date \_\_\_\_\_

**5a. Details of Continuing Money Adviser or the DAS Administrator (where appropriate)**

ID No. (where appropriate)	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Contact Name (if different)	<input type="text"/>
Phone No.	<input type="text"/>

The DAS Administrator will use information provided to discharge their statutory functions under the Debt Arrangement and Attachment (Scotland) Act 2002 and other relevant legislation, including placing debtor's details on the DAS register. Personal information will not be disclosed to third parties except as provided by legislation.

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#### **IMPORTANT INFORMATION FOR CREDITORS**

##### **The Debt Arrangement Scheme (DAS)**

The Debt Arrangement Scheme is a statutory scheme that has binding legal effect. A DAS debt payment programme (DPP) has effect when it is approved by the DAS Administrator, on behalf of Scottish Ministers - the Accountant in Bankruptcy, 1 Pennyburn Road, Kilwinning, KA13 6SA.

DAS helps people with debts to pay most of what they owe to their creditors over an agreed period of time. No further interest or charges can be added to the debt whilst the DPP continues and they are written off on completion of the DPP.

This form is a notice to you that the DAS Administrator has approved a DPP as proposed by the debtor, or debtors in the case of a joint DPP, named above. The debtor(s) is, therefore, protected from enforcement.

The protection will apply until the programme is completed but will stop if the programme is revoked before completion, for example due to non-payment by the debtor(s).

##### **IT IS UNLAWFUL TO SEQUESTER (MAKE BANKRUPT), OR TO USE DILIGENCE (ENFORCEMENT) AGAINST A DEBTOR WHO IS PROTECTED FROM ENFORCEMENT.**

Further information about the rights and duties of debtors and creditors under DAS is available on the Accountant in Bankruptcy website at: [www.aib.gov.uk](http://www.aib.gov.uk).

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**The Debt Arrangement Scheme (Scotland) Regulations 2011**

**Form 3 - Payment Instruction to Employer - Regulation 32(1)**

1	DAS case number	<input type="text"/>				
2	Payroll Number	<input type="text"/>				
3	Payment amount	<table border="1"><tr><td>£</td><td><input type="text"/></td><td>p</td><td><input type="text"/></td></tr></table>	£	<input type="text"/>	p	<input type="text"/>
£	<input type="text"/>	p	<input type="text"/>			

**Details of Employee**

4	Name of employee	<input type="text"/>
	Surname	<input type="text"/>
	First name(s)	<input type="text"/>
5	Home address of employee	<input type="text"/>
	Town	<input type="text"/>
	Postcode	<input type="text"/>

**Details of Employer**

6	Name of employer	<input type="text"/>
	Address	<input type="text"/>
	Town	<input type="text"/>
	Postcode	<input type="text"/>

**Details of payments distributor**

7	Name	<input type="text"/>
	Business address	<input type="text"/>
	Postcode	<input type="text"/>
	Phone number	<input type="text"/>

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**Payment Details**

8	Distributor Bank Name and Address	
	Sort Code	
	Account Number	
	Quote - Reference Number (if applicable)	

I, \_\_\_\_\_ [employee's name] authorise you to deduct the sum of £ \_\_\_\_\_ [insert amount] from my earnings on each pay day and pay it as soon as reasonably practicable to the payments distributor as detailed above, quoting the 'DAS case number' on this mandate.

Deductions should be made until otherwise advised.

It is your duty under section 6 of the Debt Arrangement and Attachment (Scotland) Act 2002 to comply with this instruction. You are entitled, by virtue of regulation 32(4) of the Debt Arrangement Scheme (Scotland) Regulations 2011 to charge a fee equivalent to the fee chargeable under section 71 of the Debtors (Scotland) Act 1987.

9 **Employee's**  
**Signature** \_\_\_\_\_ **date** \_\_\_\_\_

**The Debt Arrangement Scheme (Scotland) Regulations 2011 Reg. 36(3)(b)**

**Form 4**

**Application for Variation of a Debt Payment Programme**

**Section 1**

**1 Details of Applicant (Money Adviser or Creditor in DPP or Creditor not in DPP)**

ID No. (Where Appropriate)

Name

Address

Contact Name (if different)

Phone No.

Capacity

Money Adviser

Creditor in DPP

Creditor not in DPP

**Section 2**

**2 Details of Debt Payment Programme**

DAS case number

Is this a joint DPP?  Yes  No  Not known

**2a Name of debtor**

Surname

First Name(s)

Address

Postcode

If a joint DPP, complete 2b

**2b Name of other debtor in the DPP**

Surname

First Name(s)

Address

Postcode

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**Section 3**

**3 Grounds for Variation (Regulation 37)**

**I apply for a variation because:**

- a There is an agreement between the debtor, or in the case of a joint DPP the debtors, and each creditor participating in the programme. Yes  No
- b There is an agreement between the debtor and a creditor to cancel the obligation to repay an amount. Yes  No
- c The programme is one in relation to which a request for the consent of every creditor was made before 30th June 2007 and the variation is to 'freeze' interest and charges otherwise due to these creditors. Yes  No
- d There has been a material change in the circumstances of the debtor or, in the case of a joint DPP, the debtors. Yes  No
- e A debt has been omitted from, or was wrongly assessed for the programme due to a mistake, oversight, or other reasonable cause. Yes  No
- f There is a debt that was future or contingent which was known but not quantifiable at the date of approval, is now quantified and due for payment. Yes  No
- g The debtor, or the debtors in the case of a joint DPP, needs credit to meet an essential requirement. Yes  No
- h The debtor, or in the case of a joint DPP the debtors, wishes to defer payment for a period of 6 months, with the period of the DPP to be extended accordingly, as the debtor's disposable income has reduced by 50% or more as a result of the circumstances specified below:
  - A period of unemployment or change in employment;
  - A period of leave from employment for maternity, paternity, adoption or to care for a dependant;
  - A period of illness of the debtor;
  - Divorce, dissolution of civil partnership or judicial separation; or
  - Death of a person with whom the debtor shared financial responsibilities or otherwise.

Provide full details and evidence in respect of 3a) to 3h) below.

Supporting Information:



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**Section 4**

**4 Effect of the Variation**

I wish to:

- a Change the debt included in the DPP. Yes  No

If 'yes', provide details of the debt to be included or excluded below:

Creditor's Name & address	Creditor ID ref.	Account number	Amount owed £ p	Tick if new debt not in the programme

- b Arrange a payment holiday of 6 months (on the grounds at 3h above) Yes  No

If 'yes', provide details of income and expenditure at 4c below:

- c Vary the amount payable to the creditors. Yes  No

If 'yes', provide details below of income, expenditure and revised payment offer:

Total salary or wages	£	p
Total income from benefits	£	p
Total pension income	£	p
Total other income	£	p
<b>Total income</b>	<b>£</b>	<b>p</b>

Payment frequency

Weekly  Fortnightly  Monthly  4 weekly

Total household expenditure	£	p
Total travel expenditure	£	p
Total phone expenditure	£	p
Total other expenditure	£	p
<b>Total disposable income</b>	<b>£</b>	<b>p</b>

payment offer of  over  instalments

Payment frequency

Weekly  Fortnightly  Monthly  4 weekly

- d Other Yes  No

Provide full details in respect of 4a) to 4d) below.

Supporting Information:

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**Section 5**

**5.1 Approval of a Variation (Regulation 38)**

The DAS Administrator in determining whether a variation is fair and reasonable will consider information provided by the debtor, or debtors in the case of a joint DPP; the views of a creditor taking part in the programme and of any creditor making the application; the views of any money adviser who has provided advice to the debtor; and may have regard to any other factor the DAS Administrator considers appropriate.

Provide any supporting information or comments below that you wish the DAS Administrator to take into consideration.

Supporting Information:

**Section 6**

**6 Declaration by Money Adviser (where applicable)**

I declare that the debtor, or in the case of a joint DPP the debtors, received appropriate financial advice and information about varying the DPP, including the implications of the variation.

I declare that the debtor, or in the case of a joint application the debtors, have consented to proceed with this application without signing this declaration.

**7 Declaration of Creditor (where applicable)**

I apply for a variation of the DPP, as set out in this application.

Signature of Creditor \_\_\_\_\_ date \_\_\_\_\_  
(may be omitted in an electronic application)

Position in company (if any) \_\_\_\_\_

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## The Debt Arrangement Scheme (Scotland) Regulations 2011

Form 5

Reg. 41(2)(b)

### Application for Revocation of a Debt Payment Programme

#### Section 1

##### 1 Details of Applicant (Money Adviser or Creditor in DPP)

ID No. (Where Appropriate)	
Name	
Address	
Contact Name (if different)	
Phone No.	
Capacity	Money Adviser <input type="checkbox"/> Creditor in DPP <input type="checkbox"/>

#### Section 2

##### 2 Details of Debt Payment Programme

DAS case number															
Is this a joint DPP?						Yes <input type="checkbox"/>					No <input type="checkbox"/>				Not known <input type="checkbox"/>

##### 2a Name of debtor

Surname	
First Name(s)	
Address	
Postcode	

If a joint DPP, complete 2b

##### 2b Name of other debtor in the DPP

Surname	
First Name(s)	
Address	
Postcode	

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**Section 3**

**3 Grounds for Revocation (Regulation 42)**

**I apply for a revocation of the DPP because:**

- |    |  |                              |                             |
|----|--|------------------------------|-----------------------------|
| a) | The debtor, or in the case of a joint DPP the debtors, failed to satisfy a standard condition under regulation 27 or a discretionary condition under regulation 28.              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) | The debtor, or in the case of a joint DPP the debtors, made a false statement in their application.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c) | The debtor, or in the case of a joint DPP the debtors, failed to make the agreed instalment under the DPP and they are currently in arrears of an amount equal to 2 instalments. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d) | The conditions for a joint DPP as specified in regulation 22(1) or (2) no longer apply.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Provide full details in respect of 3a) to 3d) below.

Supporting Information:

**Section 4**

**4 Determination of a Revocation**

The DAS Administrator must, under regulation 43, consider any statement made by, or on behalf of, a debtor; the nature of any failure, or untrue statement; information to indicate whether or not the programme will be successful and any representations made by the debtor or by the creditors, provided that they are received within the specified period.

The DAS Administrator may have regard to any other factor that is considered appropriate when determining whether to revoke a DPP.

Provide any supporting information or comments below that you wish the DAS Administrator to take into consideration.

Supporting Information:

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**Section 5**

**5 Declaration by Money Adviser**

I declare that the debtor, or in the case of a joint DPP the debtors, received appropriate financial advice and information about revoking the DPP, including the implications of the revocation on all interest and charges that apply to the debts.

I declare that the debtor, or in the case of a joint application the debtors, have consented to proceed with this application without signing this declaration.

**Section 6**

**6 Declaration of Creditor (where applicable)**

I apply for a revocation of the DPP, as set out in this application.

Signature of Creditor \_\_\_\_\_ date \_\_\_\_\_  
(may be omitted in an electronic application)

Position in company (if any) \_\_\_\_\_

## SCHEDULE 2

Regulation 6

## CONSEQUENTIAL AMENDMENTS

**Bankruptcy (Scotland) Act 1985**

1. In section 14 (registration of warrant or determination of debtor application) of the 1985 Act(1), at the end of subsection (1)(b) insert—

“; and

- (c) a copy of the order to the DAS Administrator (as defined in regulation 2(1) of the Debt Arrangement Scheme (Scotland) Regulations 2011), where the debtor is taking part in a debt payment programme under Part 1 of the Debt Arrangement and Attachment (Scotland) Act 2002”.

2. In section 15 (further provisions relating to award of sequestration) of the 1985 Act(2), for subsection (5)(b) substitute—

“(b) forthwith send a copy of the order refusing or awarding sequestration—

(i) to the Accountant in Bankruptcy; and

(ii) where the debtor is taking part in a debt payment programme under Part 1 of the Debt Arrangement and Attachment (Scotland) Act 2002, to the DAS Administrator (as defined in regulation 2(1) of the Debt Arrangement Scheme (Scotland) Regulations 2011).”.

**Debt Arrangement and Attachment (Scotland) Act 2002**

3. In section 47(4) (exceptional attachment order) of the Act(3)—

(a) omit “and” immediately preceding paragraph (g); and

(b) after paragraph (g), insert—

“; and

(h) whether an application by the debtor for approval of a debt payment programme under Part 1 of this Act has been refused or approved, and if approved, whether that programme has been varied, or is revoked or completed.”.

**Protected Trust Deed (Scotland) Regulations 2008**

4. In regulation 4(2) of the Protected Trust Deed (Scotland) Regulations 2008(4) (debtors ineligible for protected status), omit sub-paragraph (b).

(1) 1985 c.66. Section 14 (and the heading to that section) was amended by the Bankruptcy (Scotland) Act 1993 (c.6), Schedule 1, paragraph 3, by Schedule 3, paragraph 1 to S.S.I. 2004/468 revoked by these Regulations, and by schedule 1, paragraph 12 to the Bankruptcy and Diligence (Scotland) Act 2007 (asp 3) (“the 2007 Act”).

(2) 1985 c.66. Section 15 was amended by the 1993 Act, Schedule 1, paragraph 4 and by Schedule 3, paragraph 2 to S.S.I. 2004/468 revoked by these Regulations, and by section 16(2) of and schedule 1, paragraph 13 and schedule 6, Part 1, to the 2007 Act.

(3) 2002 asp 17. Section 47(4) was amended by Schedule 3, paragraph 4 to S.S.I. 2004/468 revoked by these Regulations.

(4) S.S.I. 2008/143, amended by S.S.I. 2010/398.

## SCHEDULE 3

Regulation 9(3)

### MONEY ADVISER TRAINING

1. The relationship between prescription or limitation, and enforcement of debt.
2. The consequences for a debtor—
  - (i) sequestration;
  - (ii) taking part in a debt payment programme;
  - (iii) signing a trust deed;
  - (iv) a trust deed becoming a protected trust deed; and
  - (v) extra-judicial composition.
3. The operation of—
  - (i) an earnings arrestment;
  - (ii) a furthcoming;
  - (iii) an attachment, exceptional attachment and auction of moveables; and
  - (iv) the debt arrangement scheme under Part 1 of the Act and prescribed by these Regulations.
4. The nature of rights of appeal from the sheriff court.
5. Assisting a client to—
  - (a) respond to admitted money claims in the sheriff courts;
  - (b) make or oppose an application in the sheriff courts for—
    - (i) recall of decree;
    - (ii) dismissal or absolvitor;
    - (iii) continuation of a cause;
    - (iv) a sist;
  - (c) apply for recall or restriction of an arrestment;
  - (d) make an application under the Debtors (Scotland) Act 1987<sup>(5)</sup>;
  - (e) apply for recall of an attachment, exceptional attachment, or an order under Parts 2 and 3 of the Act; or
  - (f) make an application under these Regulations.
6. Identifying the need to refer a case to an appropriate specialist, and know how to access specialist support.

## SCHEDULE 4

Regulation 14(3)

### PAYMENTS DISTRIBUTORS

A payments distributor must—

1. Hold a current licence under the Consumer Credit Act 1974<sup>(6)</sup>.

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<sup>(5)</sup> 1987 c.18.

<sup>(6)</sup> 1974 c.39.

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

2. Be registered under the Data Protection Act 1998(7) as a data processor.
3. Make and maintain arrangements to ensure financial security of sums received from debtors for disbursement to creditors.
4. Make and maintain appropriate arrangements to accept and disburse payments using all methods approved under regulation 31(1).
5. Make and maintain appropriate arrangements to ensure compliance with Office of Fair Trading Codes of Practice relative to debt management and collection guidance.
6. Make and maintain appropriate arrangements for the issue of required reports.
7. Provide an information technology system to transmit reports to debtors, creditors, money advisers, DAS Administrator by the preferred medium (e.g. text and or data files).

## SCHEDULE 5

Regulation 48

### REVOCATIONS

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The Debt Arrangement Scheme (Scotland) [S.S.I. 2004/468](#)  
Regulations 2004 (except for regulation 38(1)  
(ba), the reference to that sub-paragraph in  
regulation 39(1) and regulations 49A and  
50(3A) and the reference to that paragraph in  
regulation 50(6)(a)(8))

The Debt Arrangement Scheme (Scotland) [S.S.I. 2004/470](#)  
Amendment Regulations 2004

The Debt Arrangement Scheme (Scotland) [S.S.I. 2007/187](#)  
Amendment (No. 2) Regulations 2007

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(7) [1998 c.29](#).

(8) Regulations 38(1)(ba), 49A and 50(3A) (and the references to those provisions) were inserted by [S.S.I. 2007/262](#) and are being revoked under section 7A of the Debt Arrangement and Attachment (Scotland) Act 2002.