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## SCHEDULE

Regulations 15 and 18(1) and (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 '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.

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

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

**SECTION 3**

**3 Eligibility to Apply**

Debtors must satisfy a number of conditions to be eligible to apply for approval of a DDP

**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 DDP? 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(5))

**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))

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**SECTION 4**

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

**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 ID ref. | 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 ID ref. | Account number | Amount owed |   | Payment offer (per instalment) |   |
|---|------------------|----------------|-------------|---|--------------------------------|---|
|   |                  |                | £           | p | £                              | p |
|   |                  |                |             |   |                                |   |
|   |                  |                |             |   |                                |   |

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

|            |   |   |
|------------|---|---|
| TOTAL DEBT | £ | p |
|------------|---|---|

**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

**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 |

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|                     |   |   |
|---------------------|---|---|
| <b>Total income</b> | £ | p |
|---------------------|---|---|

Payment frequency  
 Weekly       Fortnightly       Monthly       4 weekly

|                                    |   |   |
|------------------------------------|---|---|
| <b>Total household expenditure</b> | £ | p |
| <b>Total travel expenditure</b>    | £ | p |
| <b>Total phone expenditure</b>     | £ | p |
| <b>Total other expenditure</b>     | £ | 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**

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

|                     |   |   |
|---------------------|---|---|
| <b>Total income</b> | £ | p |
|---------------------|---|---|

Payment frequency  
 Weekly       Fortnightly       Monthly       4 weekly

|                                    |   |   |
|------------------------------------|---|---|
| <b>Total household expenditure</b> | £ | p |
| <b>Total travel expenditure</b>    | £ | p |
| <b>Total phone expenditure</b>     | £ | p |
| <b>Total other expenditure</b>     | £ | 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 42 days 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
- Check
- Postal Order
- PayPoint
- E-Banking
- Payment Wandate 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)                    |  |  |  |  |  |  |
| IBAN account number                          |  |  |  |  |  |  |
| Sort Code                                    |  |  |  |  |  |  |
| Preferred date for the payment to be made at |  |  |  |  |  |  |

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

|                                  |  |
|----------------------------------|--|
| Name of Employer                 |  |
| Address                          |  |
| Town/City                        |  |
| Postcode                         |  |
| Business telephone number        |  |
| Business e-mail address          |  |
| Debtor's Employee ID number      |  |
| Debtor's 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 credit beyond that permitted by DAS Regulations \_\_\_\_\_
- (e) notify the Accountant in Bankruptcy ("Her Majesty's Inspector") and, if applicable, their continuing money adviser of any—
  - (i) change of address; \_\_\_\_\_
  - (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 documents as their name, 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 information 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 required or declared; \_\_\_\_\_
- (j) notify the DAS Administrator as soon as reasonably practicable of a money adviser ceasing to act for them for any reason other than his resignation or cessation or suspension of business, if 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

**7c. The debtor, or debtors in the case of a joint application, agree 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 (including placing their details on the DAS public register) but personal information will not be disclosed to third parties except as provided by legislation.** Yes

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**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

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**SECTION 8**

The DAS Administrator in determining whether to approve a programme may consider information provided by the debtor, or debtor 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 fact 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.

**B. 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 which apply and that their information will be held on a DAS public 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. Yes  No

**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 public 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 (DDMMYYYY)  
Address  
Town  
Postcode

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Business Name (if applicable)  
Business Address  
Town  
Postcode

|  |
|--|
|  |
|  |
|  |
|  |

**3 a Details of second debtor in Joint DPP**

Surname  
First Name(s)  
Any other name the debtor has been known by  
Date of Birth (DDMMYYYY)  
Address  
Town  
Postcode

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Business Name (if applicable)  
Business Address  
Town  
Postcode

|  |
|--|
|  |
|  |
|  |
|  |

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**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 42 days 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 owned 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 part 4d it is only:

**4c. i) The following are debts which are included in the programme owned 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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**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 public 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 Tennycourt Road, Kilmarnock KA12 6SA.

DAS helps people with debts to pay back what they owe to their creditors over an agreed period of time. No further interest or charges can be added to the debt while 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, names above. The debtor(s) is/are 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 Reg. 38(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)**

|                             |  |
|-----------------------------|--|
| DfNo (Where Appropriate)    |  |
| Name                        |  |
| Address                     |  |
| Contact Name (if different) |  |
| Phone No                    |  |
| Capacity                    | Money Adviser <input type="checkbox"/><br>Creditor in DPP <input type="checkbox"/><br>Creditor not 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 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 reduce interests, and charges, or 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 about (not quantified) 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) has not met a condition 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 not exceeding 6 months, with the period of the DPP to be extended accordingly, as the debtor's disposable income has reduced by one or more as a result of the circumstances specified below. Yes  No 
  - A period of unemployment or change in employment;
  - A period of leave from employment for maternity, paternity, adoption or to care for a dependent;
  - 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 (g) to (h) below.

|                        |
|------------------------|
| Submitting 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 no. | Account number | Amount owed<br>£ p | Tick if new creditor in the programme |
|---------------------------|-----------------|----------------|--------------------|---------------------------------------|
|                           |                 |                |                    |                                       |
|                           |                 |                |                    |                                       |

- b. Arrange a payment holiday of not exceeding 6 months (on the grounds set 3h above). Yes  No

If yes, provide details of income and expenditure etc 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  installments

Payment frequency

- weekly  fortnightly  monthly  4 weekly

- d. Other Yes  No

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

Supporting information:

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**Section 5**

**5.1 Approval of a Variation (Regulation 35)**

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.

**Section 7**

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

- I agree for a variation of the DPP as set out in this application.
- Signature of Creditor \_\_\_\_\_ date \_\_\_\_\_  
(may be omitted in an electronic application)
- Creditor (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 Applicable)  
Name  
Address

Contact Name (if different)  
Phone No.

Capacity

|  |
|--|
|  |
|  |
|  |
|  |
|  |

Money Adviser   
Creditor in DPP

#### 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 25. Yes  No
- b) The debtor or in the case of a joint DPP the debtors, made a false statement in their application. Yes  No
- 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 the aggregate of payments due in a period of two months beginning after the last payment is made. Yes  No
- d) The conditions for a joint DPP as specified in regulation 22(1) or (2) no longer apply. Yes  No
- e) The debtor, or in the case of a joint DPP one of the debtors, is deceased. Yes  No

Provide full details in respect of 3a) to 3e) 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, or in the case of any failure, or initial 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 facts or circumstances which arise 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 DFP the debtors, received appropriate financial advice and information about revoking the DFP, including the implications of the revocation on all interest and charges that apply to the debts.

I declare that the creditor, or in the case of a joint application the creditors, 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 DFP, as set out in the 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 6  
Offer of Composition

Regulation 46A

SECTION 1

|                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1a. DAS Case Number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

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

SECTION 2

2. Creditor

|                                    |  |
|------------------------------------|--|
| U.F.O. (where appropriate)         |  |
| Name of Company                    |  |
| Or, if individual, 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 (DDMM/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 (DDMM/YYYY)                   |  |
| Address                                     |  |
| Town  |  |
| Postcode                                    |  |
| Business name (if applicable)               |  |
| Business address                            |  |
| Town  |  |
| Postcode                                    |  |

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**SECTION 4**

**4 Details of the debt(s) owed to the creditor named in Section 2 included in the offer of composition.**

**4a. The following are debt(s) owed by .....** (debtor's name) **to the creditor named in Section 2 and are included in the offer of composition.**

| Account number | Total debt owed at Date DPP was approved |   | Total amount paid by the debtor to the DPP |   | Total debt outstanding at date of offer of composition |   |
|----------------|--|---|--|---|--|---|
|                | £  | p | £  | p | £  | p |
|                |  |   |  |   |  |   |

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

For LIP DPPs only

**4b. The following are debt(s) owed by .....** (debtor's name) **to the creditor named in Section 2 and are included in the offer of composition.**

| Account number | Total debt owed at Date DPP was approved |   | Total amount paid by the debtor to the LIP |   | Total debt outstanding at date of offer of composition |   |
|----------------|--|---|--|---|--|---|
|                | £  | p | £  | p | £  | p |
|                |  |   |  |   |  |   |

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

**SECTION 5**

**5. Offer of composition**

An offer of composition is made to the creditor named in Section 2. The DPP has been in effect for at least 12 years (excluding any period of deferral) and 70% or more of the total amount of debt due at the date of approval has been paid.

Where a creditor accepts the offer of composition, the liability of the debtor to:

- (a) repay a debt included in the Debt Payment Programme is discharged,
- (b) pay interest, fees, penalties or other charges in relation to a debt included in the programme is waived.

A creditor who is made an offer of composition under regulation 45(A)(1) and who does not respond to that offer within 21 days after the date of the offer is deemed to accept the offer.

**SECTION 6**

**6. Acceptance**

I accept the offer of composition in respect of each of the debts due and included in the programme.

I accept the offer of composition in respect of only the following debt(s) included in the Programme.

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

I do not accept the offer or composition.

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

Position in company (if any)