





The content

Debt Advice Handbook 15th edition

Description

With living costs and unemployment rising, budgets squeezed and problem debt on the increase, no adviser should be without this essential guide to the practice and process of giving money advice in England and Wales.

Who's this book for?

It is essential for debt advisers, welfare rights advisers, lawyers, local authority and housing association staff, social workers and union official.

What does it do?

The handbook provides the most comprehensive information needed by advisers on the key stages of money advice, including interviewing clients, establishing liability, prioritising debts, preparing a financial statement, negotiating with creditors and dealing with bailiffs. Fully indexed and cross-referenced to law, regulations and official guidance, and to court and tribunal decisions Includes tactical guidance and examples

What's new?

Fully updated to cover all recent changes to legislation, caselaw and court procedure and practice Emphasis is placed on taking due care of vulnerable clients and making sure that any payment arrangements agreed are appropriate. There is a focus on sustainable credit arrangements that do not affect a client's abilities to pay essential living expenses and priority debts.

Properties

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2. Admitting a money claim

The admission and statement of means form

Completing Form N9A

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The admission form (Form N9A) provides the creditor and the court with information about the client's financial circumstances, allowing the client to admit the amount owing and make an offer to pay the debt. See [here](#) if the client only agrees that part of the amount claimed is due.

The statement of means accompanying any admission is a vital document. It may be all the creditor knows about the client's ability to pay. Apart from any information provided by the creditor, it is the sole basis for the court's decision about the rate of payment rate if the creditor does not accept the offer made by the client ([see here](#)).

Completing Form N9A

Note: this section is also relevant to completing Form N245 (application to suspend a warrant of control or reduce an instalment order) and Form N56 (reply to attachment of earnings application). See [here](#) and [here](#).

Form N9A does not always fit the circumstances of the particular client. Be prepared to amend it as necessary to give the creditor and the court as complete and accurate a picture as possible of the client's situation. In addition, the headings in the income and expenditure sections do not always reflect the headings on a financial statement. Also, if a couple pool their income, it may not be possible to say who is paying for what. In such a case, the amount of the partner's income which is contributed to the expenditure listed should be shown as 'other income', unless the offer is being made based on a joint financial statement, in which case the partner's income should be shown.

When Form N9A has been completed, it should be photocopied and sent by recorded delivery to the address shown on the back of the claim form (Form N1). The copy should be kept on file.

- **Personal details.** This section lists the client's name, address and date of birth. If there are joint defendants, separate forms should be completed, and it should be made clear whether the offer made in Box 11 is a joint one as, otherwise, it is assumed that the offers are separate even though they are for identical amounts. Alternatively, if the income and expenditure are joint, each N9A form could offer half of the available income and cross-refer to the other form.
- **Dependants.** This information is needed to explain the level of expenditure. A partner should be included on the form as a dependant, even if they have an independent source of income. If a partner does not wish to be considered as a dependant, this fact should be noted either in the box or in an accompanying letter. They must, however, be included on the form because they are a member of the household and their presence may affect the level of instalment payments.
- **Employment.** Every employment status of the client should be shown (they may have more

than one). If the client believes the standard boxes do not accurately describe their status, an additional description can be inserted. Take-home pay is entered in the income section.

Courts do not take account of information provided by self-employed clients in Section 3 when determining a rate of payment and so the question about annual turnover for self-employed people appears unnecessary. However, the information may influence the decision the creditor makes on whether or not to accept the offer of payment. If the information is not easily available, it is sufficient to indicate employment status only.

Details of any tax or national insurance arrears should be included in Sections 8 or 9. Other business debts should be included in Sections 8, 9 or 10, although Form N9A is not suitable for including income and expenditure details of a business that is still trading. If the client is a sole trader, they must make sure that their business and private expenses are not mixed. It might be appropriate for such a client to include the 'net profit' of the business as their income (ie, the income from the business less the expenses of the business) with provision for tax and national insurance (which is the client's personal liability) either in the expenditure section along with the household expenditure or as a debt if there are arrears. Guidance to court officers suggests that, if a client is still trading, unless the creditor is prepared to accept their payment offer, the papers should be referred to the district judge.

- **Bank accounts and savings.** Court officers are instructed to see whether an amount is available to pay either a large lump sum or a regular amount towards a debt. They should ignore any amounts that are less than one-and-a-half times a client's monthly income or seven times their weekly income.

If the amount shown is more than the ignored amount and some, or all, of the money in an account is needed to pay a priority creditor, it is important that the money is not shown as being available for a non-priority debt. So, if the amount is intended to meet the expenses detailed in Section 7, this should be made clear, otherwise the court officer assumes it is available to pay the debt.

If the client has a joint bank account, only their share of any savings need be declared.

- **Property.** This provides background information and may indicate whether the debt could ever be enforced by a charging order in the event of default on the judgment (see here). The client could fit into more than one category (eg, rented and council property), so could tick either or both boxes.
- **Income.** This section requires details of the client's income from all sources (including any disability or incapacity benefits, and benefits for children). See here for how to treat clients who are couples to help decide whether to show joint income and expenses on the form (see notes to Section 7).

The decision is further complicated by the instruction at the top of Section 7. If, for example, a partner (or any other member of the household) pays all fuel bills, those items should not be included as an expense unless that person's contribution is included in 'Others living in my

home give me'. Court officers convert all figures to either weekly or monthly amounts for consistency, and so the form should be completed in the same way.

- **Expenses.** Unless joint income and expenditure figures are being used, only include expenditure items actually paid for by the client's income, plus any contribution from, for example, a partner, disclosed in Section 6 (see notes for Section 6). A major problem with this section is the absence of many categories of essential expenditure. These can be added in the space marked 'Others' and need not be limited to the three lines given – eg, TV packages, internet, telephone or mobile phone bills, insurance premiums and childcare costs. Always explain what 'other' expenditure is and use a covering letter to explain its importance, if necessary. The expenses figure at the end of Section 7 should be accurate and the items a court may consider 'non-essential' should be included, where possible, in one of the named categories listed on the form. If disability/incapacity benefits, or benefits for children cannot be fully accounted for in Section 7, a note should be added to explain that these payments are intended to meet the costs associated with disability, incapacity or bringing up children and are not intended to be used to pay unrelated debts. This should only be done with the client's agreement following discussion. It is not an adviser's role to decide how clients spend their money.

Travelling expenses cover either fares or vehicle running costs plus petrol. Mail order catalogues are often used to budget for clothing, bedding and small household items, and so expenditure for these items can be listed in that section if the client pays for these items this way.

Section 7 should include details of payments to meet the regular costs of ongoing services provided by priority creditors, including water charges (but any arrears of water charges should appear in Section 10, regardless of the instruction in Section 8).

Expenditure figures need to reflect accurately the actual spending as far as possible.

- **Priority debts.** This section requires information about offers which have already been accepted to prevent action by priority creditors in pursuit of arrears. Therefore, before submitting Form N9A it is desirable that arrangements with priority creditors have been made. If an arrangement has not yet been made with one or more priority creditors, state the total arrears outstanding to that creditor and amend the form by adding, for instance, 'payment to be arranged' or 'offering £x a month'. Otherwise, if the total arrears figures are given, court officers are advised to assume that arrears will be repaid in three months, except for hire purchase and mortgage arrears which might be spread over one to two years. If offers have been made, but a reply is awaited, they should be included on the form. Include priority business debts, such as VAT or income tax, here.

Clients may be uncertain about what proportion of payments to priority creditors are to cover arrears. In this case, to save time, total payments, including arrears, could be entered in Section 7 under 'Expenses' and a note written in Box 8 to indicate this.

- **Court orders.** Only existing court orders should be listed, except the one subject to the present action. Use a separate sheet or financial statement if there is not enough room on the form.
- **Credit debts.** This section requires details of payments already arranged with other non-priority creditors who have not obtained a court order. The three spaces provided for such debts may not be adequate and another sheet may be needed. Only the amounts currently being paid, if any, should be included, but an accompanying financial statement is useful information to indicate the level of indebtedness and offers made to other creditors, as well as indicating how the offer on Form N9A has been calculated.
- **Offer of payment.** If the client wants to avoid a judgment for immediate payment, they must make an offer of payment in Box 11 – however small – to trigger the next step in the procedure. If there is available income, an offer should normally be made on a pro rata basis, but some kind of offer should always be made, even if it is only a nominal figure – eg, 50p or £1 a month.

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Please be aware that welfare rights law and guidance change frequently. This page was printed on Friday, October 17, 2025 and may go out of date.