

# Terms & Conditions of Expert Collections Ltd

## 1. Definitions

1.1 These terms and conditions apply to the recovery and collection of outstanding debts by Expert Collections Ltd ("Expert Collections", "we" or "us") for the Client.

1.2 The "Client" means any individual, company, partnership or entity that instructs Expert Collections Ltd.

1.3 All references to the "Act" shall mean the *Late Payment of Commercial Debts (Interest) Act 1998* as amended by the Late Payment of Commercial Debt Regulations 2002 and 2013, as may also in future be amended or consolidated.

1.4 "Late Payment Costs" shall mean late payment interest and compensation pursuant to the Act.

1.5 "Commission" shall mean the rate of commission payable by the Client to Expert Collections after an account has been settled or any monies received via any source after intervention by Expert Collections.

## 2. Liability and Indemnity

2.1 The Client must recognise that whilst every effort is made by Expert Collections to recover the outstanding balance, no guarantee is either expressed or implied that such money will be recovered.

2.2 The time Expert Collections takes to perform any obligation under this contract shall not be the essence of the contract.

2.3 Reports or information provided to the Clients may, in whole or part represent expressions of advice or opinion based on data supplied by third parties, the accuracy of which Expert Collections will be unable to verify in every case. We will accept no liability for any errors therein or omissions therefrom.

2.4 Expert Collections will not be liable for any loss or damage whatsoever as a result of the Client's use of any report or information supplied by us.

2.5 Expert Collections shall be indemnified by the Client for any actions taken by itself, the debtor or its agents, if such actions prejudice the ability of Expert Collections to collect, we reserve the right to charge such commission that would be due as if the debt had been collected in full.

2.6 The Client agrees with Expert Collections to indemnify, and keep indemnified, Expert Collections from any and all loss, damage or liability (whether criminal or civil) suffered, and legal fees and costs incurred, by Expert Collections resulting from a breach of this contract by the Client, including any act, neglect or default by the Client, its employees or agents, or any breaches in respect of any matter arising from the supply of services under these terms and conditions resulting in any successful claim by any third party.

2.7 The Client agrees that its rights and obligations under these terms and conditions are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, whether express or implied (whether by statute or otherwise).

2.8 The Client acknowledges that it has not been induced to enter into any contract with Expert Collections by reason of any representation made by Expert Collections or any of its agents or employees; no representations made by Expert Collections and/or its agents or employees have any contractual effect to override these terms and conditions.

2.9 The Contract (Rights of Third Parties) Act 1999 shall not apply to this contract.

## 3. Authority

3.1 The Client undertakes to provide Expert Collections with the appropriate consent and authority, whether orally or in writing, including electronic media and instructions received via the Expert Collections website.

3.2 Expert Collections are authorised by and on behalf of the Client to collect payments and issue receipts in relation to the Clients debtor and to deduct and retain fees owing to us for services rendered.

3.3 Once a case is passed to Expert Collections and a part payment results in a balance outstanding, the case will remain with Expert Collections until the full amount is cleared. Withdrawal of an account before Expert Collections recommends closure, is subject to a commission charge equal to that of a full collection, unless an alternative rate is agreed with us before final action.

3.4 The Client agrees to provide Expert Collections with all supporting documentation to validate the existence of a lawfully due debt from the Client's debtor within a reasonable timescale after it first having been requested. Should any such requests be ignored or not complied with, then Expert Collections reserves the right to make such charge as it deems fit if recovery efforts are prejudiced as a result.

## 4. Debt Collection

4.1 The Client must notify Expert Collections immediately if there is any change in the amount due in respect of any account passed to us for collection.

4.2 The Client must notify Expert Collections immediately where any payment is received directly from the debtor.

4.3 If a debt is paid directly to the Client in whole or in part or if the Client accepts goods or services in lieu of the debt or if it is established that payment has already been made or if the Client ceases to trade or enters any form of Insolvency or if the Client terminates instructions after Expert Collections has accepted instructions then the Client shall be liable for Expert Collections fees.

4.4 Expert Collections reserves the right to retain Late Payment Costs recovered under the Act on behalf of the Client at its absolute discretion.

4.5 If a case is recommended by Expert Collections for litigation, no action will take place without the Clients approval, and only after all legal fees have been discussed and agreed upon by both Expert Collections and the Client.

4.6 It is the Clients responsibility to advise Expert Collections where any payment is received directly from the debtor after legal action has been instigated. We will not accept liability for any unnecessary costs, which might arise as a result of any such failure to notify us.

4.7 It is accepted that the Client will be notified in advance of any additional costs resulting from legal action, or fees the Client is likely to incur whilst Expert Collections carries out the Clients instructions.

4.8 Where agreed in advance, Expert Collections will accept settlement of the debt by instalments. Expert Collections reserves the right to take their costs from the first payment whether it is received by the Client or directly by Expert Collections.

## 5. Fees

5.1 Expert Collections will raise invoices to the Client at the successful conclusion of a matter and at its discretion. Payment shall become due in accordance with the payment terms contained herein.

5.2 In the event of legal action the Client may expect to receive invoices from Expert Collections to fund the cost of legal action, in the form of court fees and other disbursements as may be required from time to time to progress matters. The Client undertakes to pay all such invoices in accordance with the payment terms contained herein.

5.3 Expert Collections reserves the rights to retain any refunds of court fees or disbursements incurred and may choose to reimburse these fees at our discretion.

5.4 All invoices or charges not settled strictly to terms, may render at our discretion, the entire account including all work in progress due and payable immediately.

5.5 Upon full payment of the principal sum, (subject to these conditions and to the debt in question being subject to the Act), Expert Collections will be entitled to the Client's right to receive Late Payment Costs, and the Client acknowledges that we will be entitled to retain any such Late Payment Costs recovered, and, if necessary, issue and pursue legal proceedings against the Client's debtor in the Client's name, seeking payment of the Late Payment Costs.

5.6 The Client agrees to provide all such information and supporting documentation to Expert Collections in order to allow us to pursue and recover the Late Payment Costs.

5.7 The Client undertakes that it shall not prejudice the right of Expert Collections to pursue Late Payment Costs, whether in the Client's name or that of Expert Collections and it acknowledges that if such prejudice occurs then the Client will be liable, and invoiced for the equivalent for Late Payment Costs under the Act pertaining to the value of the original debt referred, plus any court fees or disbursements incurred by us.

5.8 In the event that the Client is not entitled to Late Payment Costs under the Act, Expert Collections will charge 5 % commission for all monies recovered, pertaining to the value of the original debt referred to us. It is acknowledged that Expert Collections will make every effort to pursue the Client's debtor for Late Payment Costs and/or any reasonable debt recovery costs in accordance with the Client's contractual provisions (if any). However, the commission invoiced by Expert Collections will not be subject to the Clients contractual elements being recovered from the debtor, and shall be payable by the Client in any event.

5.9 In the event that any debt referred to us by the Client is disputed resulting in a credit/set-off being raised or the Client's debtor makes a full and final payment which is accepted by the Client, then the right by the Client to claim Late Payment Costs may be prejudiced, in which case Expert Collections will charge the Client 5 % commission pertaining to the value of the original debt.

5.10 If for any reason, Expert Collections is unable to recover a debt, prior to the issuing of legal proceedings, whether due to issues of liability, the Client not being prepared to fund a tracing instruction, the Client not being prepared to fund legal action, any documentation requested by us not being forthcoming, then we will report the position back to the Client for feedback and confirmation of intent. The Client shall have a period of 30 days in which to consider its options. If the Client does not provide further and concise instructions within that timescale, then we reserve the right without further reference to the Client to close the file, destroy all papers lodged with us and invoice the Client for the equivalent for Late Payment Costs under the Act pertaining to the value of the original debt referred.

5.11 In cases whereby a commission fee is payable, Expert Collections reserves the right to charge a minimum commission fee of £25.

## 6. Payment Terms

6.1 Payment is due within 7 days from the date of invoice and cannot be varied or altered without the written consent of a director of Expert Collections.

6.2 The Client agrees to pay Expert Collections promptly without demand, deduction or set-off any sum payable by the Client to Expert Collections under these terms and conditions.

6.3 Expert Collections reserves the right to exercise its statutory right to claim Late Payment Costs in relation to any overdue invoice sent to the Client at the rate specified under the Act.

## 7. Termination of the Contract

7.1 Any failure by the Client to comply with these terms and conditions shall be a fundamental breach of the contract between Expert Collections and the Client, and shall entitle us at our discretion, to terminate the contract. In the event of any breach of this contract by Expert Collections, the Client shall not be entitled to terminate the contract unless, having given Expert Collections written notice to remedy the alleged breach within 30 days, Expert Collections has failed to so remedy the breach.

7.2 In the event of termination of this contract for any reason whatsoever, the Client shall immediately pay to Expert Collections all sums due and owing to us by the Client.

## 8. Confidentiality

8.1 All information given by the Client to Expert Collections will be treated as strictly private and confidential and will be subject to the regulations as outlined under the Data Protection Act.

8.2 All information provided by Expert Collections under these terms and conditions shall be treated in confidence by the Client and shall not other than by County Court Order be communicated, copied or otherwise divulged to any person or party whatsoever.

8.3 Telephone calls made to Expert Collections may be monitored or recorded.

## 9. Jurisdiction

9.1 This contract shall be governed, construed and enforced in accordance with English Law, which shall be the proper law of this agreement. Both parties hereby submit to the exclusive jurisdiction of the English Courts.