

# Terms and Conditions

## 1. Definitions

- 1.1 "CDS" means Credit & Debtor Solutions Ltd whose registered address is 2nd Floor, 145-157 St. John Street, London, EC1V 4PY and whose registered number is 05682445.
- 1.2 "The Client" means the company instructing CDS to carry out services required.
- 1.3 "Services" means any of the activities carried out by Credit & Debtor Solutions Ltd on behalf of the Client, these services include debt recovery, litigation, credit control outsourcing, credit management consultancy and bespoke credit management system. CDS may sometimes require the assistance of agents and/or other external resources when providing the above mentioned services.

## 2. Book Debt Recovery, Debt Recovery & Litigation

- 2.1 The Office of Fair Trading license number 582829, Licenses CDS as per the consumer credit act 1974.
- 2.2 Book Debt Recovery (pursuant to Section 98 of the Insolvency Act 1986), Debt Recovery and Litigation proceedings will commence upon written instruction or provision of related implied documents supplied by the Client.
- 2.3 CDS maintains separate Client accounts with its bankers and undertakes to notify the Client whenever possible of any payment received and which can also be made visible upon request. Furthermore, any interest earned through the Client accounts belong to CDS.
- 2.4 Any monies received and processed through CDS's Client accounts will be accounted to the Client as soon as such funds have been cleared and forwarded thereafter as per prior agreement between both parties.
- 2.5 CDS reserves the right to charge the Client for any bank charges incurred for processing funds through the Client account, to a charge not exceeding £4 + VAT per transaction.
- 2.6 In the event that the Client requires CDS to take payment of debts by way of credit card then CDS will charge the Client the prevailing merchant service charge.
- 2.7 CDS reserves the right to terminate the collection of any outstanding debts either prior to the commencement of the collection process or at any time during the collection process.
- 2.8 Fees and/or commissions due to CDS will be charged on all accounts collected for the Client, whether in whole or in part, in accordance with the current rates agreed between the Client and CDS and all charges, with the exception of court fees, will be subject to VAT.
- 2.9 Court fees are the responsibility of the Client and will be charged at the end of every month. However, CDS will pay fees in advance.
- 2.10 The Client shall immediately notify CDS of any monies, offers or correspondence received directly from the debtor.
- 2.11 Where CDS is instructed to carry out extra work such as liaising with solicitors, outside agency and other sundry work associated with CDS' services, this work is chargeable at £40 per hour or any quarter part plus VAT.

## 3. Credit Control Outsourcing

- 3.1 Outsourcing of credit control functions, sales ledger management services and other additional sundry services in association with credit control outsourcing will be charged in accordance with CDS' standard rates unless otherwise agreed between the Client and CDS prior to the commencement of the agreement.
- 3.2 The provision of sales ledger details will form the implied instruction to commence the service.

## 4. Credit Management Consultancy & Credit Management Systems

- 4.1 On completion of initial assessment, CDS will provide the Client with a quotation based upon CDS' hourly rate for the relevant service.
- 4.2 25% of the consultancy fee plus VAT will be invoiced in advance.
- 4.3 The assignment will not commence until the initial payment due under clause 4.2 has been received by CDS.
- 4.4 All chargeable time, both on and off site, will be recorded and detailed on the invoice.

## 5. Prices & Charges

- 5.1 The rates and charges payable by the Client are those quoted prior to the commencement of work unless otherwise separately agreed in writing to the Client prior to CDS being instructed to act by the Client.
- 5.2 Where rates and charges are not quoted, CDS undertakes, as far as is reasonable and is possible, to notify the Client of any extraordinary or additional charges before such charges are incurred or likely to be incurred.
- 5.3 All fees and charges are subject to VAT at the prevailing rate where applicable.
- 5.4 CDS will deduct collection fees from all direct payments received on behalf of the Client, unless otherwise agreed.
- 5.5 CDS reserves the right to charge 8% above base on late payment of our invoices in accordance to the Late Payment of Commercial Debts act (1998).
- 5.6 Upon cancellation of debt recovery and litigation services by the Client, CDS reserves the right to charge an administration fee of 1% of the debt value if the Client's written notice is made within 7 days of the initial instruction. Beyond this time full rates per debt apply and will be charged.
- 5.8 Standard payment terms for all invoiced work is payable upon receipt of invoice. Any other payments terms are subject to agreement between the Client and CDS.
- 5.9 All commission, minimum fees and hourly rates are set by the CDS, unless otherwise agreed prior to acceptance of any agreement.
- 5.10 Payment method accepted will be via BACs unless otherwise agreed by the CDS.

## 6. General Conditions

- 6.1 Acceptance of CDS' Terms and Conditions by the Client shall be either expressed in writing or implied by the provision of required information or advance payment, dependant on the service to be provided.
- 6.2 CDS accepts no liability for errors or negligence caused by actions of employees, representatives, suppliers or any other third party contracted by CDS in fulfilling its services and duties towards the Client.
- 6.3 CDS cannot be held responsible for stoppages of work, delays in delivery of post, strikes, lockouts, political unrest or any other disaster considered an act of God beyond its control.
- 6.4 In the event of a Client failing to pay any charges or invoices due to CDS, then CDS reserves the right not to provide the Client with continuing services and to withdraw all or any services without notice.
- 6.5 CDS reserves the right to refuse instructions from any Client. This may be done entirely at CDS' discretion and without the necessity for explanation.
- 6.6 CDS will at all times maintain complete discretion regarding information obtained from the Client in the performance of the services and shall not disclose such information to any third party.
- 6.7 Nothing in these Terms and Conditions or the provision of the Services shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Client and CDS.