

## Debt Collection Services UK Ltd Terms and Conditions

### 1. Service provider

a) We (The Client) hereby instruct Debt Collection Services UK Ltd (“DCS”) to commence immediate debt recovery on our behalf. b) We agree that the debt collection (“the Services”) will be provided by DCS on the basis of these terms and conditions and that additional debt recovery accounts referred to DCS will also be subject to these terms and conditions. Euro Debt Collections is a trading style of Debt Collection Services UK Ltd.

### 2. The service

a) DCS will determine the most suitable collection methods for a placed debt. b) DCS reserves the right to refuse and to terminate the collection process at any time, without explanation and without incurring any liability. c) DCS acts as the client's agent. d) DCS will provide the Services through the use of its own personnel or through the use of a servant or agent of the company including without limitation, any lawyer appointed (“the agent”) for the purpose of carrying out the Services.

### 3. Fees & Charges

a) Fees will be based on a percentage commission and agreed prior to the instruction (minimum Fee of £25.00). Fees will be due on the amount collected whether payment has been made to DCS or its agent or directly to the client.

b) All fees, charges and commissions will commence from when DCS is instructed either verbally or in writing, and V.A.T will be charged when applicable.

c) Please note that on contentious and complex matters that are not recoverable or withdrawn and closed we reserve the right to charge a cancellation/closing fee.

d) The client agrees that all invoices rendered by DCS to the client are due and payable 10 days from the date of invoice and DCS reserves the right to charge interest at a monthly rate of 2% on the outstanding invoices.

e) DCS reserves the right to offset any money held on behalf of the client against invoices outstanding

### 4. Obligations of the client and DCS.

a) The Client warrants that any accounts it refers to DCS are true and valid.

b) The client agrees to notify DCS of any payments, offers or correspondence that are received directly from the debtor immediately.

c) Disbursements i.e. court fees, tracing fees etc. are the responsibility of the client. DCS shall have the right to deduct fees and commission from monies collected for its own account or for its agent.

d) The client agrees to promptly supply DCS with, relevant information to assist in the collection of an account, deal with all queries without delay.

e) The client agrees that any information provided for the issue of a Claim Form or other legal document to be prepared by DCS or its agent will be correct and accurate and that DCS will not be liable or responsible whatsoever for any errors, omissions or action taken against the client as a result of any proceedings.

f) DCS will not commence any legal proceedings without prior consent from the client.

g) The signatory or person or organisation that submits any debt collection instruction or any other request for services declares that they have proper authority to do so and will be liable for any fee or other as a result of that submission.

h) Documents sent or passed to DCS are sent at the sender's own risk. DCS does not accept responsibility for any documents or materials received from any source. DCS reserves the right to dispose of any documents still in its possession three months from date of receipt.

i) Any information supplied by DCS is to be treated as indicative only and the client agrees any information supplied in respect of any credit reference, trace enquiry, company report etc is to be treated in the strictest confidence and must not be divulged to any third party/parties or outside source whatsoever.

j) Except in the case of death or personal injury caused by DCS's negligence, or as expressly provided in these terms, DCS shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or term, for any loss of profit or for any indirect, special or consequential loss or other claims (whether caused by DCS's negligence or the negligence of its agent or otherwise) arising out of the provision of the services. The entire liability of DCS under or in connection with the Agreement shall not exceed the amount of the Fee charged.

### 5. Jurisdiction

a) English law shall apply to this and any other contract between the client and DCS and the parties submit to the non-exclusive jurisdiction of the English courts.

### 6. Variation

a) DCS reserves the right to alter, cancel, reject, and withdraw any of its services or terms at any time without penalty or compensation and without explanation.

### 7. Confidentiality

a) The terms of the contract between the client and DCS shall be kept strictly confidential at all times. b) Details of individuals and cases will be kept confidential at all times and will be subject to the provisions of the Data Protection Act 1998.