



TERMS AND CONDITIONS

1. Service provider

a) We (The Client) hereby instruct Advanced Collection Systems Ltd (to be referred as ACS from now on) to commence immediate provision of the service(s) and to act on our behalf as the service provider.

b) We agree that these terms and conditions as set out herein will apply to us for using the services of ACS and that additional accounts referred to ACS will also be subject to these terms and conditions.

2. The service(s)

2.1 Automated Late Payment Demand Service (LPD)

The client warrants that any payment demand they send using this automated service is true and valid as defined under section 4 (a)

2.2 Desktop Debt Recovery Service

a) ACS will determine the most suitable collection methods for a placed debt.

b) ACS reserves the right to refuse and to terminate the collection process at any time, without explanation and with no liability to itself where the client is in breach of this agreement or where doing so does not breach any other term of this agreement.

c) ACS is employed as the client's agent working on behalf of the client.

d) ACS will provide the service 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 collecting the placed debt.

e) ACS will not be liable for any indirect or consequential loss or damage, which may be suffered or incurred as a result of the service provided or otherwise, where action is taken as a result of client instructions or the client failing to supply or notify ACS of appropriate information.

3. Fees & Charges

a) All fees, charges and commissions will commence from when ACS are instructed either verbally or in writing.

b) Where ACS have exhausted our collection cycle and deemed that an account should be closed and returned to the client, there shall be no closure fees applied to the client except as specifically agreed to by the client.

c) A pre-agreed commission (as set out in our schedule of charges, provided separately) will be due on any amount recovered where settlement is made by payment to ACS or its agent or directly with the client by acceptance of money or other beneficial arrangement. Full fees will be applied where the client instructs ACS to hold, suspend or discontinue action without reasonable explanation or timeframe.

d) Under 3c above, full fees are due on any account that is withdrawn by the client for any reason. At its sole discretion however, ACS may elect to reduce or waive this fee where an account is deemed to have been legitimately passed in error. In the event that ACS decides to alter the fee, the following scale of charges will apply:

Time account with ACS / Account status	% of ACS's fee
Less than 1 week	30%
Less than 1 month	50%
More than 1 month	100%
Where the account being withdrawn is on any of the following statuses: payment promised, instalment plan agreed / in place or claims paid or where a Pre pay meter has been fitted and debt loaded.	100%

e) On matters where client's instructions are not received within a reasonable period of time, ACS reserve the right to discontinue the action and submit a charge for all fees incurred to date, which may include the commission fee as detailed in 3b, together with any solicitor's fees, court fees and agent's fees, which have been incurred.

f) A fee for successfully tracing any subject, individual or company will be applied; no charge is made for a negative trace.

g) V.A.T will be charged when applicable

4. Obligations of the client and ACS.

a) Any accounts referred to ACS must be true and valid, as defined below;

The debt is less than 6 years old and is not statute barred in accordance with the Limitation Act.

The debt has not been previously taken to court (unless you are instructing on a judgment debt).

If the debt has previously been pursued by another collection agency or solicitor, full details of why the debt is being moved must be provided (2nd placement rates will apply).

The debt is accepted on the assumption that a contract has been agreed for goods or services and the debtor has withheld payment without valid reason.

If a debtor disputes the debt post or prior to appointment the client must hold adequate records and documentation to enable ACS to respond to the debtor in the first instance.

ACS reserve the right to withdraw collection services and charge fees, in accordance to section 3d, for debts placed which aren't 'true and valid'.

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

c) Disbursements i.e. court fees, tracing fees, field service fees etc. are the responsibility of the client. ACS shall have the right to deduct from monies collected and retain and/or account for any money due to ACS or an agent.

d) The client agrees to supply ACS, when requested, relevant information to assist in the collection of an account, or deal with a query 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 ACS or it's agent will be correct and verified and that ACS will not be liable or responsible whatsoever for any errors or omissions within the information provided or for action taken against the client as a result of any errors or omissions within the information provided.

f) ACS 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 declare 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 ACS are agreed to be transported at the sender's own risk. ACS does not accept responsibility for any documents or other in any way whatsoever received from any source. ACS reserves the right to dispose of any documents still in its possession three months from date of account closure (where applicable).

i) Any information supplied by ACS 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) ACS will provide reports and updates to the client when requested.

5. Payment

a) The client agrees that all invoices rendered by ACS to the client are due and payable 30 days from the date of invoice.

b) ACS reserves the right to charge interest at a monthly rate on the outstanding invoices including a late payment fee under The Late Payment of Commercial Debts (Interest) Act 1998. The interest rate under the Act is the Bank of England base rate that applies during the period in which the debt falls due plus 8%.

c) This or any other work that exists between ACS and the client is agreed to be governed by English law and no other

d) ACS reserves the right to offset any money held against undisputed invoices outstanding.

e) ACS will remit all monies collected monthly (or more frequently by agreement) as long as the net invoice value is greater than ten pounds.

6. Variation

a) ACS 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 where the client is in breach or where doing so does not breach any other term of this agreement.

7. Confidentiality

a) The terms of the Agreement between the client and ACS 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.

8. Data Protection

For the purposes of the General Data Protection Regulation (EU 2016/679) the client is the **Data Controller** and ACS are the **Data Processor**. The client will be sharing data, which may be personal data, with ACS for the purpose of fulfilling the contractual agreement that these terms form a part of. The client warrants that they have complied with the Regulation, have issued the requisite Article 13 and (or) 14 notices and are legitimately able to share the data for the purpose(s) outlined within this agreement.

9 . Contracted Parties

This contract is formed between the client and ACS. No other party holds responsibility to the client in respect of the Debt Collection Services provided.

Signed

..... Position Print Name

Date Company Name