

Instruction to collect outstanding debts

Our Ref:

For internal use only

➤ Instruction from

Company Name: _____
Contact Name: _____
Address: _____
Postcode: _____
Email address: _____
Telephone: _____ DX: _____

➤ Service

Please tick to agree to the terms of the required service

Letter, Telephone call & Door knock (min 1, max 3, over 3 months) - £60 + VAT

(Please note that The Sheriffs Office retain 20% of any monies collected)

➤ Debt profile

Debtors Name: _____
Company or trading name: _____
Address: _____ Postcode: _____
Telephone: _____ Email: _____

Debt amount : £ _____

Age of debt : Under 1 year 1 - 4 years Over 4 years

Are your debts: Pre-sue Post-sue

Are your debtors: Commercial Consumer

Have the debts been disputed?: Yes No

Have all fees been added to the debt: Yes No Additional fees to be added: _____

i.e. Late payment legislation, bounced direct debit/cheque fees etc.

Can you provide copies of invoices/ contracts: Yes No

Over what length of time will you accept payment plans: _____

➤ Authorisation

By submitting this authorisation you hereby agree to the terms and conditions as laid out on pages 3 & 4. Terms and conditions are also available to view at www.abcdebtrecovery.com/terms.

Name: _____

Signature: _____ Date: ____/____/____ (day/month/year)

**Send to: ABC Debt Recovery, Airport House, Purley way, Croydon, Surrey
CR0 0XZ (DX: 156870 Croydon 41)**

SHCE Limited trading as ABC Debt Recovery - Terms & Conditions

1. Provision of these Terms and Conditions

These Terms and Conditions are also available to view on our website at www.abcdebtrecovery.com/terms and upon request in writing to the address detailed in the Introduction below.

2. Introduction

SHCE Limited, for the purposes of these Terms and Conditions, trades its business as ABC Debt Recovery ("ABC"). ABC provides a variety of services to their clients or potential clients ("the Client") including but not limited to; debt recovery, tracing, investigation and legal support activities. We are registered at Companies House under No. 6422666 and our registered office is at Airport House, Purley Way, Croydon, Surrey CR0 0XZ.

3. Instructing us

By completing an Instruction Form and/or instructing ABC by any other means, you, the private individual, firm, authorised company representative or legal professional instructing us become the Client and authorise ABC to provide the services to you as set out in the Instruction Form.

By becoming the Client you agree to be bound by these Terms and Conditions. ABC reserves the right to decline any instructions without stating a reason.

4. Definition of the terms

These Terms and Conditions apply to the provision of services by ABC and no variation, alteration, substitution or modification of these Terms shall be binding on ABC unless expressly agreed by a Director of SHCE Ltd. The Client agrees to be bound by these conditions upon providing ABC with an instruction.

5. Governing law

These Terms and Conditions shall be governed by and construed in accordance with the law of England & Wales, and each of the parties submits to the exclusive jurisdiction of the courts of England & Wales.

6. The work

ABC, its employees and agents shall undertake debt recovery activities on behalf of The Client. ABC may use a telephone collection strategy and, if so instructed by The Client, a debt recovery agent attendance strategy to enhance monetary recovery rates.

ABC, its employees or agents may, with or without request, undertake steps to locate a customer. ABC may also offer additional supporting legal services.

7. Debt recovery costs and interest for late commercial payments

ABC will apply debt recovery costs and interest as stipulated in late payment legislation where applicable.

8. Monies paid direct to The Client

Where money is paid direct to The Client after ABC have been instructed these monies will be deemed as having being paid due to ABC's involvement and any fees or commissions due on such sums shall be payable by The Client.

9. Fees and commissions

ABC shall either deduct its fees and commissions at source or invoice The Client for any fees and commissions payable on the recovery of monies or services provided. These invoices are due and payable upon the date stipulated on the invoice.

ABC reserves the right to charge late payment interest at eight per cent above the base rate applied from time to time by Barclays Bank plc on any balance outstanding. The Client will also make payment of costs associated with debt recovery procedures, where applicable, should the matter remain unpaid beyond the terms stated.

VAT will be charged at the current rate on fees, costs and charges where applicable and in accordance with HMRC guidance. Our VAT number is 921

8054 39. Any change in VAT, Court fees or other charges/fees will take effect immediately.

10. Your responsibilities

By instructing ABC the Client agrees to provide ABC with accurate information and documentation. The Client confirms that no other debt recovery or enforcement action is being carried out that will prevent or hinder ABC from carrying out debt recovery.

The Client confirms that the details given are correct, and accepts any responsibility for information given which proves to be incorrect.

11. Advice given

Non Solicitors should be aware that we are not a law firm and we do not provide legal advice. Any advice provided by the ABC relates strictly to the provision of services and should not be relied upon as legal advice.

ABC accepts no liability for any actions you may take or loss or damage you incur as a result of advice given in any communication with us or contained in marketing material. We accept no liability for loss or damage you may suffer by instructing any firm of solicitors to whom we may refer.

None of the content presented on any of ABC's websites constitutes legal advice in relation to any of ABC's services.

12. Professional indemnity insurance

We carry professional indemnity insurance for our work. Details may be obtained upon request in writing to our registered office.

13. Complaints

ABC aims to provide a high quality service to our clients. If you have a concern about the way your case is being handled then in the first instance you should raise this with your usual contact or case manager. In any other event please contact our Client Services Team on client@abcdebtrecovery.com

14. Data protection act 1998

ABC use the information you provide primarily for the provision of our services to you The Client and for related purposes including: updating and enhancing client records; analysis to help us manage our company; legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you.

15. General

These Terms and Conditions shall not affect any provision of the general law or professional standards applicable to the relationship between ABC and you the Client.

Any notice to be given to us may be sent to us at our principal place of business and, any notice to be given by us, may be given to you at your last postal and/or email address known to us.

16. Repeat matters

Unless expressly varied, the terms of this document will also apply in respect of any future matters where one or more of the services is provided to the Client.

17. Amendments to our Terms and Conditions

ABC may revise these Terms and Conditions at any time. The amended Terms will be effective from the date they are posted on our website www.bcdebtrecovery.com/terms.

You, the Client, are expected to check these Terms from time to time to take notice of any binding changes that may have been made. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our website and may include Regulatory changes.

E&OE