

# CONTRACT & TERMS AND CONDITIONS

## CONTRACT

### YOUR DETAILS

Your company name:

Your company address:

Telephone number:

E mail:

Where did you hear about us? Google ☐ Linked In ☐ Facebook ☐ Referral ☐ Other:

### YOUR DEBTORS DETAILS

Debtors name:

Limited ☐ Unlimited ☐

If unlimited, partners' names:

Debtors address:

Debtors telephone numbers:

E-mail address:

Invoices outstanding:

Value outstanding:

VAT Number: 221919  
Company Reg: 10358215

# TERMS AND CONDITIONS OF BUSINESS

## 1. The service

- We (The Client) hereby instruct Jacksons CRS Limited to commence immediate commercial debt recovery action and to act as agents of the Client/Creditor in the collection of the client's overdue invoices from third parties and any other service ancillary and associated with this function.
- We agree to these terms and conditions as set out herein will apply to us for using the services of Jacksons Credit Recovery Services Limited.
- Jacksons CRS Ltd will determine the most suitable collection methods for a placed debt.
- Jacksons CRS Ltd will adhere, where applicable, to all rules regulations & guidelines imposed by a relevant regulatory bodies, including the Financial Conduct Authority in the conduct of such a business on behalf of the client.
- Jacksons CRS Ltd reserves the right to refuse and to terminate the collection process at any time, without explanation and with no liability to itself.
- Jacksons CRS Ltd is employed as the client's agent working on behalf of the client.
- Jacksons CRS Ltd will provide the service through the use of its own personnel for the purpose of collecting the placed debt.
- Jacksons CRS Ltd 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 Jacksons CRS Ltd of appropriate information.
- Jacksons CRS Limited will conduct its dealings with all third parties In keeping with the instructions of the client and shall do nothing, as the clients agent, to jeopardise the clients good name.

## 2. Fees & charges

- Ancillary Services will be charged at the rate appearing on the current price list and shall be amended from time, a copy of which is available upon request.
- By instructing Jacksons CRS Ltd the creditor client confirms their agreement to pay Jacksons CRS Ltd their tariff commission fee rate and any applicable charges plus VAT that arise from the workload.
- We charge our agreed commission on claims paid.
- Where a repayment schedule is arranged Jacksons CRS Ltd reserve the right to invoice fees at such time as sufficient instalments have been received either by Jacksons CRS Ltd or by the client to cover such costs.
- Where a debtor is paying the creditor client directly via a repayment plan our commission charges + VAT is chargeable and remains payable on demand. The creditor must keep Jacksons CRS Ltd updated on the repayment plan and confirm the status upon our request.
- All fees, charges and commissions will commence from when Jacksons CRS Ltd is instructed either verbally or in writing.
- If retention of title is used to offset a debt Jacksons CRS Limited is still entitled to payment for work carried out.

### 3. Obligations of the client

- Any accounts referred to Jacksons CRS Ltd must be true and valid.
- The client shall immediately inform Jacksons CRS Ltd following the payment direct to them in full or part of any account placed for collection.
- Disbursements i.e. court fees, tracing fees etc. are the responsibility of the client. Jacksons CRS Ltd shall have the right to deduct from monies collected and retain and/or account for any money due to Jacksons CRS Ltd.
- The client agrees to supply Jacksons CRS Ltd, when requested, relevant information to assist in the collection of an account, or deal with a query without delay.
- The client agrees that any information provided for the issue of a Claim Form or other legal document to be prepared by Jacksons CRS Ltd or it's agent will be correct and verified and that Jacksons CRS Ltd will not be liable or responsible whatsoever for any errors, omissions or action taken against the client as a result of any proceedings.
- The client acknowledges that Jacksons CRS Ltd shall not be liable for any loss or damage suffered by the client the result of any collection activity.
- The signatory or person or organization 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.

### 4. Obligations of Jacksons CRS LTD

- Jacksons CRS Ltd will not commence any legal proceedings without prior consent from the client.
- Jacksons CRS Ltd will provide reports and updates to the client when requested.

### 5. Payment

- The Client agrees that all invoices rendered by Jacksons CRS Ltd to the client are due and payable on receipt of the invoice.
- Jacksons CRS Ltd reserves the right to charge interest at a monthly rate of 8% on the outstanding invoices.
- Jacksons CRS Ltd reserves the right to offset any money held against invoices outstanding.

## 6. Variation

- Jacksons CRS Ltd 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.
- Jacksons CRS Ltd shall not be liable for any counterclaim and or set off arising from any action nor any costs incurred by them awarded in favour of a debtor or third party as a result thereof and the client shall indemnify Jacksons CRS in the event of costs and or damages being awarded against them as a result thereof.
- These terms and conditions are subject to change without notice at the discretion of Jacksons CRS Ltd. By continuing to use the service you are agreeing to the Terms and Conditions and any updates thereto.

## 7. Confidentiality

- The terms of the Agreement between the client and Jacksons CRS Ltd shall be kept strictly confidential at all times.
- 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.

**I hereby give authority for Jacksons CRS Ltd to chase this debt on my behalf. I understand that on completing this form I am agreeing to the Terms and Conditions under this contract.**

**Signed** \_\_\_\_\_ **Dated** \_\_\_\_\_