

TERMS AND CONDITIONS OF BUSINESS

1. THE CONTRACT

- 1.1. The Client hereby instructs Jacksons CRS Limited (**Company**) to supply immediate commercial debt recovery and ancillary services (**Services**), as set out overleaf (**Order**).
- 1.2. The Order shall only be deemed accepted when the Company signs this Contract at which point and date the Contract shall come into existence (**Commencement Date**).
- 1.3. These terms and conditions (**Conditions**) apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.4. Any quotation given by the Company shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2. THE SERVICES

- 2.1. The Company may appoint a third party to assist with the supply of Services (**Agent**) to supply the Services in accordance with the Order in all material respects.
- 2.2. Any performance dates specified by the Company shall be estimates only and time shall not be of the essence for the performance of services.
- 2.3. The Company reserves the right to amend the Services if necessary to comply with any applicable law or regulation, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.
- 2.4. The Company warrants to the Client that the Services will be provided using reasonable care and skill.
- 2.5. Notwithstanding the provisions of clause 2.4, the Company shall not be liable to the Client for any failure to collect the debt or any loss suffered by the Client as a consequence of the provision of the Services.
- 2.6. The Company reserves the right to accept settlement of the debt by instalments where necessary.
- 2.7. The Company is authorised to accept full and final settlements on behalf of the Client should the Company believe that they have negotiated a reasonable settlement in respect of the Debt and in the opinion of the Company is in the best interests of the Client to accept such offer to settle.

3. CLIENT'S OBLIGATIONS

- 3.1. The Client shall:
 - (a) provide the Company and Agents with such accounts, information and materials as reasonably requested;
 - (b) ensure that all information provided to the Company is complete and accurate in all material respects;
 - (c) co-operate with the Company in all matters relating to the Services;
 - (d) reply to all correspondence received from the Company and in any event, within 7 Business Days;
 - (e) notify the Company of any correspondence received from the Debtor within 5 Business Days;
 - (f) not correspond with the Debtor in respect of the Debt or agree a full and final settlement of the Debt without the written consent of the Company;
 - (g) inform the Company of any grounds known to the Client which the Debtor may have in relation to the Debt arising or for bringing any counter-claim against the Client;
 - (h) pay to the Company the Charges in accordance with clause 4;
 - (i) immediately inform the Company of any direct payments received from the Debtor or return of goods from the Debtor (**Direct Repayment**) and to keep all such monies received (**Commission**) strictly held on trust for the Company;
 - (j) if Direct Repayment occurs, the Client shall notify the Company in writing and the Company shall be permitted to carry out all necessary enquiries to verify that the Direct Repayment relates to the Debt;
 - (k) any Commission collected by the Client shall be paid to the Company in accordance with Clause 4;

- (l) if there is any dispute between the Company and the Client as to whether a Direct Repayment has occurred, the matter shall be determined in accordance with clause 10 of these Conditions;
- (m) keep all correspondence with the Company strictly confidential;
- (n) act in good faith towards the Company;
- (o) comply with our Money Laundering Regulations Requirements before any money recovered from a Debtor can be sent to the Client; and
- (p) comply with any other obligations as set out in the Contract.

- 3.2. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 3.2; and
 - (c) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

4. CHARGES AND PAYMENT

- 4.1. The Charges shall be calculated in accordance with the fee rates as set out in the Contract.
- 4.2. The Charges will be payable at the same rate in the event of an early or Direct Repayment occurring.**
- 4.3. The Company reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the Retail Prices Index.
- 4.4. The Company shall be entitled to charge the Customer for any, costs of materials, services provided by third parties, expenses reasonably incurred by the Company and third parties, and any disbursements, such as court and tracing fees, required by the Company for the performance of the Services.
- 4.5. The Client shall pay each invoice submitted by the Company:
- (a) immediately on receipt of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Company, and
 - (c) time for payment shall be of the essence of the Contract.
- 4.6. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.7. The Company shall have the right to deduct from any Debt collected by the Company during the performance of the Service any overdue sum.
- 4.8. If the Client fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 8, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.8 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 4.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

6. DATA PROTECTION AND DATA PROCESSING

- 6.1. The Client and the Company acknowledge that for the purposes of the Data Protection Act 1998, the Client is the Data Controller and the Company is the data processor in respect of any Personal Data.
- 6.2. The Company shall process the Personal Data only in accordance with the Client's reasonable instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.
- 6.3. The Company shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 6.4. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 6.5. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 6.
- 6.6. The Client acknowledges that the Company is reliant on the Client for direction as to the extent to which the Company is entitled to use and process the Personal Data. Consequently, the Company will not be liable for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission resulted directly from the Client's instructions.
- 6.7. The Company may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:
 - (a) is on terms which are substantially the same as those set out in the Contract; and
 - (b) terminates automatically on termination of the Contract for any reason.

7. LIMITATION OF LIABILITY

The client's attention is particularly drawn to this clause.

- 7.1. Nothing in the Contract shall limit or exclude the Company's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 7.2. Subject to clause 7.1, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 7.3. Subject to clause 7.1, the Company's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges payable under the Contract.

- 7.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.5. This clause 8 shall survive termination of the Contract.

8. TERMINATION

- 8.1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 5 Business Days written notice.
- 8.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 working days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - (d) the other party (being an individual) is the subject of a bankruptcy petition; or
 - (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.3. Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or
 - (b) there is a change of control of the Client.
- 8.4. Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Client and the Company if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 8.2(b) to clause 8.2(e), or the Company reasonably believes that the Client is about to become subject to any of them.

9. CONSEQUENCES OF TERMINATION

- 9.1. On termination of the Contract the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 9.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 9.4. In addition to the amounts payable by the Client to the Company pursuant to clause 9.1, where the Client terminates the Contract and is later successful in recovering the Debt (in part or in full) by the Debtor, the Client shall pay to the Company 75% of the Charges, within 5 Business Days of the Client receiving such funds

from the Debtor, which the parties hereby acknowledge and agree is a true and accurate estimate of the loss suffered by the Company in respect of such termination.

10. DISPUTE RESOLUTION

All disputes or differences which shall at any time arise between the parties as to whether a Direct Repayment has occurred or the amount of Commission which may be due shall be referred to the Company's accountants for the time being. The accountant appointed pursuant to this clause shall act as an expert and not as an arbitrator and the provisions of the Arbitration Act 1996 shall not apply. The costs of the accountant in connection with this clause shall be borne by the Company and the Client in such proportions as the accountant shall in his absolute discretion determine and (in the absence of manifest error) the accountant's determination of the matter(s) in dispute shall be final and binding on the Company and the Client. The Company and Client will agree to sign any letter of engagement (or similar) the accountant may require.

11. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12. ASSIGNMENT AND OTHER DEALINGS

- 12.1. The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 12.2. The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

13. CONFIDENTIALITY

- 13.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2. Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. ENTIRE AGREEMENT

- 14.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.3. Nothing in this clause shall limit or exclude any liability for fraud.

15. VARIATION

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18. NOTICES

- 18.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to ronda@jacksonscrs.co.uk or such other email address as the Company may from time to time direct.
- 18.2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or email, at 9.00 am on the next Business Day after transmission.
- 18.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19. THIRD PARTY RIGHTS

- 19.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

20. GOVERNING LAW

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

21. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 – Interpretation

1. Definitions

Agents	a third party appointed by the Company to assist with the supply of the Services.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges	the charges payable by the Client for the supply of the Services in accordance with clause 4 (<u>Charges and payment</u>).
Commencement Date	has the meaning set out in clause 1.2
Company	Jackson Credit Recovery Services Limited (Company Registration Number 10358215) whose registered office is at Unit 2 Wymondham Business Centre Eleven Mile Lane Wymondham Norfolk NR18 9LR.
Conditions	these terms and conditions as amended from time to time in accordance with clause 1.3.
Contract	the contract between the Company and the Client for the supply of Services in accordance with these Conditions.
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Client	the person or firm who purchases Services from the Company and whose name and details are set out in the Contract.
Client Default	has the meaning set out in clause 3.2
Data Controller	has the meaning set out in section 1(1) of the Data Protection Act 1998.
Data Subject	an individual who is the subject of Personal Data.
Debt	the money owed to the Client by a Debtor in respect of the supply of goods and/or services by the Client to the Debtor.
Debtor	the person or company who owes a Debt to the Client.
Intellectual Property Rights	Patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Money Laundering Regulations Requirements	all documents and other evidence as the Company may require in accordance with their own policies or in accordance with the Money Laundering Regulations 2017.
Order	has the meaning set out in clause 1.1.
Personal Data	has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which the Company is providing Services under the Contract.
Processing and process	have the meaning set out section 1(1) of the Data Protection Act 1998.
Services	the debt recovery and ancillary services supplied by the Company to the Client as set out in the Order.

2. Interpretation

- 2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.2. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.3. A reference to writing or written includes email but does not include fax.