



## Debt Recovery Terms of business

- 1.** For the purpose of this contract Credit Collections Group Ltd shall be referred to as the “Company”, and the Client, whose name and address appears on the signed Agreement, shall be referred to as the “Client”.
- 2.** The Company shall act for and on behalf of the Client’s written instructions as agents and representatives of the Client. By entering into this Agreement, the Client hereby warrants that the debt(s) is owed to them or that the Client has the full authority of the creditor or third party to pursue the debt(s).
- 3.** The Company shall use its best endeavors to pursue and collect the overdue or bad debt(s) for a period not exceeding one hundred and twenty days (‘the Collection Period).
- 4.** During the Collection Period, the Company shall report its findings to the Client either verbally or in writing. Should it be deemed necessary, by mutual consent of the parties to this contract, to pursue any debt(s) beyond the Collection Period then the Company will continue to pursue the existing debt(s) for no further charges to the Client.
- 5.** All monies collected by the Company or facilitated by the Company shall be paid to the Client and shall be subject to a commission payment plus VAT to the Company by the Client as outlined in the signed Agreement. The Client hereby indemnifies the Company for any payments made to the Client.
- 6.** The Client shall pay to the Company a non-refundable administration fee in consideration of this agreement, as specified in the signed Agreement.
- 7.** Once the debt(s) has been issued to the Company, any monies received by the Client including monies received by the Client direct from the debtor/s or goods returned in lieu from whatever source will be deemed a collection. Collection shall be deemed to have applied where monies have been transferred from debtor direct to the Client as a result of the company’s involvement, in which case the appropriate commission charges shall apply. Payment from the Client to the Company will be due to be paid in full within 14 days of receipt of the monies or goods.
- 8.** The Company agree that no legal proceedings or settlements shall be entered into by the Company on behalf of the Client, without first obtaining the Clients permission either in writing or verbally and then only upon receipt of the appropriate legal fees.
- 9.** The Client may terminate this contract by giving one month’s notice in writing to the Company.
- 10.** The Client must provide copies of the required regulatory documentation, where appropriate referencing ‘The Consumer Contracts, (Information, Cancellation, and Additional Charges) Regulations 2013 and or ‘The Consumer Protection from Unfair Trading Regulations 2008’.
- 11.** The Company will not be held responsible/liable for the debtor’s whereabouts proving insuperable, or in the event of the debtor not being, for legal reasons, able to underwrite the debt, or for the debtor not adhering to any payment arrangements. The Company gives no guarantees to the recoverability of the debt(s).
- 12.** The parties hereby undertake to observe confidentially at all times.
- 13.** The Company agrees to comply with current legislation relating to data protection with personal data received from the Client in the course of providing a service.



**14.** The Company will act as a processor within the meaning given in Article 4 of the General Data Protection Regulation.

**15.** The Client warrants that any transfer of personal data made to the Company is lawful.

**16.** Personal data will include names, contact details and financial information relating to the Client's debtors. Processing under these Terms will involve the storage of the data in the Company's systems, their use in preparing casework, and their transfer to those involved in the procedure of recovering a debt, for identification of, travel to and contact with the Client's Debtors. Processing will continue for as long as the service is being carried out, and data will be retained in accordance with the Company's established data retention policy.

**17.** The Client grants the Company general written authority to appoint additional processors as may be necessary for the purpose of processing determined by the controller, provided that they are subject to the same terms as the Company (below).

**18.** The Company agrees to the following obligations and restrictions in relation to the processing of personal data transferred to it by the Client:

- a.** the Company will not determine the purpose or means of processing;
- b.** the Company will process personal data only on documented instructions of the Client;
- c.** the Company commits to maintaining the confidentiality of the personal data;
- d.** the Company takes appropriate technical and organizational measures to ensure a level of security of personal data appropriate to the risk of varying likelihood and severity for the rights and freedoms of natural persons;
- e.** the Company will assist the Client in the fulfilment of any obligation to which they are subject, in relation to requests for exercising data subjects' rights;
- f.** the Company will delete or return all personal data to the Client when processing ceases unless any legal obligation requires otherwise; and
- g.** the Company will make available to the Client all information necessary to demonstrate compliance with data protection law and allows for and contributes to audits, including inspections, conducted by the data controller or another auditor as they may mandate.