1. **General.**
   1. Here and after the Company Commercial Credit Management will be referred to as C.C.M, the agency or the companies title in full.
   2. Commercial Credit Management (C.C.M) only supplies its services on these terms and conditions only. No other statement set out by the agency shall be relied upon unless previously agreed by a representative of the agency in writing.
2. **The Agency.**
   1. C.C.M will act on behalf of the client as an agent for the recovery of any debt assigned to the agency. C.C.M will also provide the client with any other service previously agreed with the client.
   2. C.C.M will correspond with, yet not limited to, debtors, third parties, Insolvency Practitioners, solicitors, Courts, Enforcement officers, on behalf of the client to execute the provision of the agreed service to the client.
3. **The Clients Obligations.**
   1. The client agrees that it will give C.C.M:
      1. All necessary documents and correspondence (wheather or not requested) to enable C.C.M to properly carry out the services.
      2. All relevant information within the client’s knowledge. Wheather advantageous or not.
      3. Copies of any further correspondence with the debtor or its solicitors or agents after the commencement of the services.
   2. The client shall inform the agency of any payment received in relation to any debt the agency holds. The agency must be informed within 72 hours.
   3. The client will not instruct any other agency in relation to the debt until this agreement is terminated under the terms hereof.
   4. The client will respond to any request for documentation and information from C.C.M and give instructions to C.C.M or any solicitors instructed in a timely manner.
   5. The client will ensure that all information on the case listings and information forms required by C.C.M is complete and accurate.
   6. If the client utilises the full debt recovery service by preforming credit checks or sending the agency more than one debt to pursue then any money back offer is revoked.
4. **Payment**
   1. The client will be expected to pay C.C.M any invoice upon receipt.
   2. The client will pay C.C.M 20% commission of any debt assigned to the agency if the commission isn’t recovered from the debtor. The total debt assigned to the agency is the amount specified by the client on the debtor referral form. The 20% commission will be calculated from that assigned amount.
   3. If payment has been received by the client and the agency isn’t informed with in 7 days of the client receiving payment, C.C.M will invoice the client for the full 20% commission and costs incurred pursuing the debt.
   4. All costs and commissions are payable to C.C.M from the point of instruction.
   5. The client will become liable for the full commission amount, plus costs, if they terminate the contract early.
   6. The client will become liable for the full commission to C.C.M if we are instructed to cease work, for what ever reason, on any debts or service outside this agreement.
   7. If the client receives payment of any debt within 4 months of the termination of this agreement, then the 20% commission becomes due to the agency.
      1. VAT will be charged at the prevailing rate.
      2. Irrespective of any instructions to the contrary, C.C.M can refuse to make any payment to the client or accept any payment on the client’s behalf if they believe that by doing so they may break the law, regulation, code or other duty which applies to them or incur any liability to a third party. Furthermore, the client agrees to indemnify C.C.M and keep and keep them indemnified against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and all interest, penalties and legal costs, calculated on a full indemnity basis, and all other professional costs and expenses) suffered or incurred by C.C.M in relation to the.
      3. claims by third parties against them or their employees arising out of or in connection with their performance of this agreement. This provision will apply wheather or not C.C.M have acted negligently. The client agreed that C.C.M can deduct any sums payable under this provision from any money which is held to the clients account without requiring the client’s specific permission.
      4. The client’s contract will automatically renew 30 days prior to the anniversary date of the date of assignment found on the client instruction form or debtor referral form. This will only be invoiced if the client hasn’t cancelled 30 days prior to the anniversary date in writing only. Renewal payment must be paid upon receipt of the invoice.
5. **Termination of service.**
   1. The client must give a termination of contract in writing 30 days prior to the anniversary of the instruction date. This date is found on the debtor referral from signed and dated by the client.
   2. The client may terminate the contract at any time in writing. However, the client will be charged commission (ss per clause 4.2) as if all debts were full recovered. The client will also be invoice for any fees incurred by the agency.
   3. C.C.M will terminate the agreement with immediate effect if the client becomes, insolvent, bankrupt, a winding up petition is issued against them.
   4. C.C.M will terminate the agreement with immediate effect if the client goes into administration, a receiver is appointed in relation to the client’s assets, or an administration order is made.
   5. The client fails to make payment or breaches this agreement in anyway then C.C.M will terminate the agreement with immediate effect.
   6. C.C.M will halt work on a case if the debt is uncollectable or becomes insolvent. The agency will review and investigate each debt thoroughly before making the decision. The client will also be informed.
   7. It the client is given a time scale to recover a debt and a money back offer has been presented to the client the request for the money back offer must be made on the expiry of the agreed timeframe. For example, if the client has been given a 100 day time frame then the money back offer must be made on or before the 100th day of instruction. This date of instruction is found on the client’s debtor referral form. Failure to do this will result in the debt falling under this agreement as with every other debt.
   8. If the client instructs any other agency or party to recover a debt or act in conjunction with services by C.C.M the client will be invoiced for the full 20% commission of each debt, and costs incurred by C.C.M.
   9. As per the execution of clause 5.8 C.C.M will terminate the agreement with immediate effect.
   10. Should a client cancel their contract early but request further works, collation and sending of paperwork, or dispute resolution either between a debtor and the agency or in relation to an existing debt the client will be charged at £75.00 per hour.
   11. Any request for documentation after the point of termination the agency reserves the right to charge an hourly rate as per clause 5.10. CCM will only retain the majority of documents for 7 days unless the client registers a dispute within 7 days.
6. **Terms of payment.**
   1. All invoices become payable upon receipt.
   2. If C.C.M has recovered a debt on the client’s behalf, the agency may deduct any outstanding invoices owed to the agency by the client from any amount collected.
   3. C.C.M will deduct any commissions, costs, and fees owed to the agency as per this agreement from any amount collected on the client’s behalf prior to the release of any funds to the client.
   4. Once an amount is fully collected by the agency including commissions and fees, C.C.M will retain the debt so that it exceeds any time frame whereas the debtor could initiate credit card charge back proceedings or Small claims dispute proceedings. The debt can be retained for up to 200 days if deemed necessary by the agency.
   5. The agency will not release part payments of any debt. Only once fully collected and any fees deducted from the collected amount will the balance be remitted to the client.
   6. Part payments will only be issued if the agency and client are in dispute over the collected amount for whatever reason.
7. **Legal and Insolvency actions.**
   1. C.C.M does not give legal advice. CCM may set out the options available for the recovery of any debt, offer experienced guidance and format for the recovery of each debt. However, should the client need legal advice they must, where necessary, obtain their own.
   2. C.C.M may recommend experienced solicitors or insolvency Practitioners. However they will work independently of C.C.M. all costs however will still apply as per this agreement.
   3. C.C.M will collect court fees, disbursements and legal costs from the client including monies for anticipated costs or disbursements. If an invoice for such actions is raised and unpaid as per this agreement, C.C.M reserves the right to hold the agreed and invoiced action.
8. **Contract**.
   1. C.C.M Provides an annual contract with a renewal clause outlined in 4.7.3.
   2. All services are provided to the client by C.C.M with in the annual contract unless another agreement has been put in place by C.C.M
   3. The client agrees with C.C.M that all paperwork, and correspondence, what ever they maybe, between the agency and the client will be kept confidential. Any such breach can see the contract terminated immediately for breach of contract and confidentiality. All charges will be levied as if this was an early termination as per clause 5.2.