

# DEANEM

**Ethical • Professional • Effective**

**Outsourced Credit Control**

Debt Collection • Tracing • Credit Checks

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1. Hereafter the agency, Working Capital Repatriators Ltd t/a Deanem will be known as the Agency, the instructing entity /person or the representative utilising any of the services will be known as the client.
2. This is a binding contract between the Agency and the client and the Laws of the United Kingdom/EU shall apply.
3. All Terms shall apply from the time this Client Agreement Form is signed by the client.
4. All debts passed for collection will be subject to the commission rate(s) stated overleaf.
5. Whilst every effort is made by Agency to recover outstanding debts, no guarantee of recovery is either made or implied.
6. The Agency shall be indemnified by the client for any actions that may prejudice the Agency's ability to collect, taken by itself, the client, the debtor or its agents, due to but not inclusively, the supply of inaccurate or incomplete debt information. If such prejudiced action occurs, in addition to the client indemnifying the Agency fully for any ramifications, the Agency reserves the right to charge such commissions that would be due if the debt(s) had been collected in full.
7. Once a debt has been passed to Agency, all monies recovered by the client in relation to the debt from whatever source are subject to commission at the stated rate(s)
8. Where possible WCR will instruct the debtor to make payment direct to the clients' nominated bank account.
9. If the client ceases to pay its debts in the ordinary course of business, or cannot pay its debts as and when they become due, or by being a limited company, is subject to a winding up petition or order, liquidation or receivership, or being a non-limited concern, is subject to bankruptcy procedures, the Agency, without prejudice to other remedies, shall have the right to not proceed with the contract or any other work for the client and is entitled to charge for work already carried out (whether complete or not) and such charge(s) are an immediate debt due or contra from monies held in respect of all unpaid debts due from the client.
10. The time for the Agency to perform any obligation under this contract shall not be the essence of the contract.
11. Once a debt has been passed to the Agency for collection, if it is withdrawn prior to collection being made for any reason whatsoever, if recovery procedures are hindered due to lack of response from the client for requested information or incomplete or inaccurate information is supplied by the client, or if a debt is withdrawn prior to the Agency recommending termination of action, commission will be due at the standard rate(s), as if the debt had been collected in full.
12. The Agency reserves the right to accept settlement of any debt(s) by instalments. When instalment payments are received each payment is subject to commission at the stated rate(s) or at the discretion of the Agency a 5% surcharge of £20 minimum charge per instalment may be applied.
13. No debt will be passed for cost work without prior written consent of the client. Any additional services (tracing, credit checking, pre-legal reports etc) requested by the client will be chargeable by the Agency to the client at the stated rate.
14. Foreign rates apply to Eire.
15. Where goods that relate to a debt subsequently returned to the client after the date of instruction of the Agency, or a balance is written off, or a credit is issued, the Agency reserves the right to charge the commission that would apply as if the debt had been recovered in full.
16. All invoices issued by the Agency are due for settlement 7 days from the invoice date. Unsettled accounts, will be subject to Statutory Interest as defined by The Late Payment Of Commercial Debts (invoices) Act, 1998 where interest is charged at a daily rate of 8.5% from due date until date of settlement.
17. Where a cheque made payable and banked by the client to settle the debt fails to clear upon presentation and is invoiced by the Agency, a credit will only be raised when notification in writing is given to the Agency within 7 days of the cheque being returned to the client by their bankers.
18. The Agency reserves the right to decline to work any debt(s) without having to give a reason.
19. WCR accepts instructions from clients within the EU on the basis that they comply with all Country and EU legislation and are registered under the relevant Data Protection Act to pass information and receive response from The Agency

Deanem is a trading name of Working Capital Repatriators Ltd

Registered in England No: 08855932 - Data Protection License No: ZA205021

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