

TERMS AND CONDITIONS

OPTION 2

1) In the event of no collection from the debtor, (elsewhere herein known as the customer), no commission charges will be made by LPL Commercial Investigations (elsewhere herein referred to as LPL) except under terms of Clause 8 below.

2) In the event of LPL receiving monies from the customer such monies will be forwarded (less costs, fees, commission and any other monies owing by the client to LPL) to the client within the minimum period subject to clearance.

3) LPL accepts the client's instructions to recover monies due from the customer by such measures as deemed appropriate on the understanding that no further reference need to be made to the client, unless legal action is to be considered.

4) LPL reserve the right to withdraw from any matter if such a course is deemed appropriate, in which case the reasons for withdrawal will be forwarded to the client.

5) Should the customer remit directly to client after this contract is signed and LPL action has commenced the client must inform LPL as soon as possible. In the event that the client in breach of this term LPL reserves the right to render its account and consider the case closed.

6) Under the contract LPL is authorised to receive all monies recovered, to clear such recoveries through LPL's bankers and to account to the client for monies received and further to act as agent for the client.

7) LPL's remuneration is payable in accordance with the following scale or prior written agreement and shall be calculated on the total amount of the settlement.

a) LPL's fees for recovery within the UK are as follows:

(i) Debts aged up to 1 year.....14% (£50.00 minimum fee)

(ii) Debts aged between 1 year and 2 years...16% (£50.00 minimum fee)

(iii) Debts aged over 2 years.....22% (£75.00 minimum fee)

b) LPL's fees for recovery outside the UK, will be from:

(i) Debts aged up to 2 years.....20% (£60.00 minimum fee)

(ii) Debts aged over 2 years.....25% (£75.00 minimum fee)

Note: Foreign agent's fees vary, therefore LPL will always obtain a fee quotation before instructions are given. Only when the fee quotation is accepted by the client, will the foreign agent be instructed.

c) Should the client accept the return of goods or repossess the same in part or full after instructing LPL or a payment arrangement is made in any other way, then LPL is entitled in any event to payment pursuant to their scale charges calculated on the original value of the goods.

8) Remuneration is due to LPL:

- a) Where settlement is affected by payment to LPL or its agents – or
- b) Settlement is affected directly with the customer, by the acceptance of money, or otherwise by the client.
- c) Where the client directs LPL to discontinue action under the contract, for any reason whatsoever, an administration charge will apply - or
- d) Settlement is affected between the client and customer in any way whatsoever.

9) No further costs will be incurred by LPL without express written/email permission from client. All costs incurred by LPL which are not recoverable, or which are not recovered from the customer, shall be payable by the client.

10) The client shall settle accounts rendered by LPL within 7 days on receipt of invoices, failing which LPL reserves the right to charge interest at the rate of 2% per month or part thereof from the date upon which the account became payable.

11) To enable any matter to be settled satisfactorily and expeditiously, the client is requested to answer promptly all correspondence forwarded by LPL or by agents appointed by LPL on the client's behalf.

12) LPL reserves the right to destroy and dispose of all files / data appertaining to closed matters after a 12 month period. Legal documentation will be held for the statutory period.

13) LPL shall not be held responsible for instructions received otherwise than in writing/email

14) Our Liability to You

1. We will not be liable for any losses resulting from banking failure. In the event that the bank or Building Society with whom we have deposited your funds is unable to repay or delays repayment of any monies you will not bring any claim or proceedings of any nature (Whether in contract, tort or otherwise) against us in connection therewith, or our choice of bank or Building Society holding the funds.

2. We will not be liable for any loss or damage arising from the unauthorised copying, interception, re direction or reading of emails including any attachments.

3. We will not be liable for any delay or failure in providing our services where that delay or failure is caused by circumstances beyond our reasonable control.

4. We will not be liable for any loss, damage or excess arising out of or in connection with any fraudulent representation made by a third party unless caused by our negligence.

5. We will not be liable to any third parties for advice we give to you and in the absence of express written agreement to the contrary the Contracts (Rights of Third Parties) Act 1999 shall not apply.

6. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages costs or losses attributable to lost profits or opportunities

7. We will limit our liability to the full extent permitted by law. However we cannot limit our liability for fraud or death or personal injury caused by our negligence

15) Vetting files and Confidentiality

External organisations such as FCA/CSA may conduct audit or quality checks on this firm. You agree that such external organisations may have access to your data and file(s) if required. They are also required to maintain confidentiality in relation to your data/files.

16) Data Protection

1. We use the information you provide for the provision of debt collection and related services on your behalf.
2. Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and/or other professional advisers. You have the right of access under data protection legislation to the personal data that we hold about you.
3. We may from time to time send you information which we think may be of interest to you. If you do not wish to receive that information please notify our office in writing.
4. If the General Data protection Regulation applies to you, you have the following rights:-
 - a) The right to be informed
 - b) The right of access
 - c) The right of rectification
 - d) The right to erasure
 - e) The right to restrict processing
 - f) The right to data portability
 - g) The right to object
 - h) Certain rights in relation to automated decision making and profiling
 - i) Where our lawful basis for processing your personal data is consent you have the right to withdraw consent.
5. You can find out more about your rights on the Information Commissioner's Officers (ICO) website at www.ico.org.uk
17. LPL reserves the right to revise or vary our terms of contract inclusive of changes to our fees, disbursements and administration charges from time to time.
18. Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English Court.