

Scott & Mears Credit Services Limited – Terms and Conditions

IT IS AGREED as follows: -

The Supplier shall at all times during the Term of this Agreement:

- maintain those of its Financial Conduct Authority (FCA) Permissions that are needed to fulfil the terms of this Agreement and at all times meet the standards of and comply with the FCA Handbook.
- exercise all reasonable skill, care and diligence in the performance of the services;
- at all times attempt to collect the outstanding balance due on any Account owed by a Customer in compliance with applicable law and industry guidelines and specifically in compliance with the Principles and Rules set out under the FSMA with specific focus on compliance with FCA requirements and Consumer Credit Handbook.
- use its experience and expertise to structure collection strategies to generate the optimum return with an agreed compliance strategy having regard to relevant codes of practice and best practice including the Customer's ability to pay and all other relevant circumstances to ensure that a Customer in default or in arrears is treated with forbearance and due consideration

Each Party shall keep the other party's Confidential Information confidential and shall not:

- use such Confidential Information except for the purpose of performing its rights and obligations under this Agreement (the "Permitted Purpose"); or
- disclose such Confidential Information in whole or in part to any third party, except where agreed in writing

Any payment received on an account either by the client or the supplier whilst the supplier is in possession of the account are subject to the suppliers agreed fees (see attached), this includes monies collected as a result of any legal action.

- The supplier will provide a statement and invoice on the 15th of the following month, or if this is a weekend, the next working day (ie payment made in January will be posted/emailed on 15th February) to the Client covering the performance of Services in the previous calendar week/month. If applicable, value-added tax shall be shown separately on such invoices as a strictly net extra charge.
- Payment shall be made within 7 days of the date of a valid invoice received by client.
- Legal invoices must be paid by return as once instructions are received, work will commence. Legal paperwork will not be lodged with the court until payment received.
- The Parties may agree new rates from time to time or include new rates in respect of new portfolios of accounts that the Parties agree to include within this Agreement.

Trace or legal action will only be commenced if authorised by the client in writing, whether that be on a specific request by the supplier, or on a general 'auto trace/legal' facility as this is not covered under the agreed 'no success-no fee' commission arrangement.

If any account is closed by the client whilst we are still actively pursuing the debt, then we reserve the right to apply a charge of up to 50% of the potential commission.

Throughout the period of this Agreement the Client agrees to:

- co-operate with the Supplier in all matters relating to the Services.
- provide, in a timely manner, such Client Documents and or information as the Supplier may reasonably require at no charge to the Supplier.
- notify the Supplier, as soon as reasonably practicable, and in any event within 2 Business Days, of any payments received by the Client (or by a third party on behalf of the Client) from or on behalf of a Customer.
- forward to the Supplier, as soon as reasonably practicable, but in any event within 2 Business Days, any correspondence relating to a Customer's Account received by the Client.
- The Client warrants that the Customer Account details provided to the Supplier in relation to the provision of the Services are accurate to the best of its knowledge and belief, and that appropriate due diligence has been conducted.

For any Personal Data processed by a Party in connection with this Agreement, that Party warrants to the other Party that:

- it will co-operate as far as is reasonable with the other Party in complying with any subject access request; and
- it will co-operate fully with the other Party in dealing with any enquiry made, or investigation or assessment of processing initiated by, the Information Commissioner's Office (ICO)
- The Parties agree that, for the purposes of this Agreement in respect of the Customer Personal Data, the Client shall be a Data Controller and the Supplier shall be a Data Processor of the Client .

The Supplier shall only process Customer Personal Data:

- for the purpose of providing the Services in accordance with the provisions of this Agreement ; and
- only on instructions from the Client.

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such terms or provisions shall be divisible from the Agreement and shall be deemed to be deleted from the Agreement

The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.