



TERMS & CONDITIONS

1. Here and after Taylor, Williams & Associates will be known as the Agency, while the instructing entity utilizing the service, will be known as the Client.
2. Once a debt is submitted to the Agency by the Client by whatever means, electronically or otherwise, the Agency is authorized to collect money on behalf of the Client. This is a binding contract between the Agency and the Client, and the Terms and Conditions are to be complied with in all stages of the collection process.
3. While effort is made by the Agency to recover outstanding monies on behalf of the Client, no guarantee can be made that such money will be recovered.
4. The Agency shall be indemnified by the Client for any actions taken by itself, the debtor or its agents after contracting the Agency to act on its behalf. If any actions prejudice the Agency's ability to collect by interfering with the collection process, the Agency reserves the right to charge such commissions that would be due as if the debt was collected in its entirety.
5. The Client must not make any communication with the debtor after the debt is passed on to the Agency as this is liable to prejudice the Agency's ability to collect. If the debtor attempts to contact the Client, the Client must immediately revert the debtor directly to the Agency as their Representatives in this matter, without discussing the matter at all with the debtor. Should the client prejudice the Agency's ability to collect, the Agency reserves the right to charge that commission which would normally be levied as if this had been a full successful collection.
6. Once the Agency has been instructed, all monies collected are subject to commission at the rate relating thereto, whether the monies get paid directly to the Client or paid to the Agency, unless the Agency has terminated the instruction or advised the Client that it cannot recover the debt.
7. Commission will only be taken by the Agency as a percentage of the recovered amount and not as a percentage of the total debt submitted.
8. The Agency will attempt to recover within a reasonable and timely manner, however, as each case is individual, the time for the Agency to perform any obligation under the contract shall not be the essence of the contract.
- 9.. Payments, if collected in full, or as a full and final payment, will be remitted to the Client at the end of the month, following the month of collection of the debt, providing the funds have cleared.
10. Once the Agency has been authorized to act on the Client's behalf, if the debt is withdrawn by the Client prior to the Agency recommending termination of action, or where due to lack of requested information or cooperation from the Client, the account has to be returned to the Client, the Agency reserves the right to charge that commission which would normally be levied as if this had been a full successful collection.
11. Any additional services requested by the Client to any division or associate of the Agency is chargeable to the Client, at the agreed rates.



12. Foreign rates apply to all international debts or contracts, including debtors or clients based outside the United Kingdom.

13. Where goods and services are subsequently returned to the Client and/or the balance is written off by way of a credit by the Client, or the account is settled by any means whatsoever, the Agency reserves the right to charge that commission which would normally be levied as if this had been a full successful collection.

14. If payments are made direct to the Client or case is deemed closed, all accounts are rendered for immediate settlement on receipt of invoice.

15. The Agency will use Route B (specialist and Legal Collection), for the more complex files where a debt has been already worked on by other solicitors or a debt recovery agency, where court judgement has already been obtained but has not been enforced, where debts/date of invoice, or part of the debt is over a year old or becomes over a year old whilst in the collection process, or where debts are disputed. A specialized teamwork Route B files, each control a smaller number of files due to the intensified action that is required. On occasion, Route A debts occasionally may be transferred to Route B by the Agency for debts where initial Route A collection methods have failed and where the agency feels that Route B methods should be taken such as doorstep collection, Statutory Demands, or litigation for successful recovery.

16. The Client must inform the Agency if the debtor attempts to contact the Client, if there is any news regarding the debt, or if any payment is received direct so that the Agency does not pursue the debtor unnecessarily. If the Agency pursues a debt unnecessarily, the Client may incur additional fees charged at our current hourly rate at the discretion of the Agency.

17. Should the Client instruct the Agency to recover a debt that has already been paid prior to instruction to the Agency, the Agency reserves the right to charge the relevant commission.

18. We reserve the right to reject debts that fall outside of our internal debt collection criteria and will advise the Client accordingly.

Limitations Of Liability:

1. All conditions, terms, representations, and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under UK law, subject always to sub clause 2

2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of that part of the Services which are the subject of any such claim.



4. In any event no claim shall be brought unless you have notified us of the claim within one month of it arising.

5. In no event shall we be liable to you for any loss of business, contracts, profits, or anticipated savings or for any other indirect or consequential or economic loss whatsoever.