

Debt Recovery - Terms and Conditions

1. Debt Purchase Limited (hereinafter referred to as DPL) agree to provide the Client with Debt Collection Services. The acceptance of instructions by DPL from the Client shall be deemed as acceptance of these Terms & Conditions by the Client.
2. The Client shall agree to pay any commission charges for all accounts referred to DPL and subsequently paid from the date of referral of the account to DPL and on all payments received after this date. Any work undertaken by the Client and or third parties shall not affect the Client's liability to pay DPL fees.
3. All debts passed for collection will be subject to the commission rates shown on our website unless stated otherwise. (Rates are subject to change, rates will apply as at the date of instruction).
4. On instruction the Client will inform all concerned within their organisation that with immediate effect they must not speak with, correspond by letter, email or fax with the debtor or anyone associated with the debtor.
5. Once a debt has been passed to DPL, all monies that are recovered by the Client from whatever source and whenever received are subject to commission at the stated rate.
6. DPL reserve the right to withdraw, refuse and discontinue our services at any time, or to refuse to accept any new collections by giving notice in writing to the said Client.
7. Termination of the service by the Client in the matter will not prejudice the right to pay DPL the commission in full based on the instructed debt and the stated rate.
8. If a Client has agreed to accept goods or services in lieu of payment of the said debt, DPL will invoice the Client based on the instructed debt and the stated rate.
9. Any suggestions or advice given by DPL shall be without prejudice and DPL shall not be liable for any suggestions or advice given, or for any losses incurred by the acts or omissions of agents or lawyers appointed at the request of the Client by DPL arising from circumstances of any kind beyond the direct control of DPL. Neither shall DPL be liable for any consequential losses by the Client.
10. The Client will at all times be liable for any fees incurred by agents or lawyers appointed by DPL on behalf and with the consent of the Client.
11. The Client shall settle accounts rendered by DPL within 7 days on receipt of invoices.
12. If the Client is a Limited Company or a Limited Liability Partnership and is unable to pay the invoice amount, then the invoice amount will be payable personally by the Directors or Partners.
13. All losses, costs and disbursements incurred by DPL through late payment by the Client will in all cases be charged back to the Client.
14. If you do not pay us on the due date, then you will pay:
 - *interest at 8% above the Bank of England base rate as prescribed under the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts (Interest) Act 1998; and
 - *compensation/debt collection costs as prescribed under the Late Payment of Commercial Debts Regulations 2002 based upon the amount outstanding (which are currently as follows: debt up to £999.99 - £40, debts £1000 to £9,999.99 - £70, debts of £10,000 and over - £100)
15. The above Terms & Conditions are subject to English Law and the exclusive jurisdiction of the English Courts.