

Money Claim Collections Limited Terms and Conditions

1. Money Claim Collections Ltd (hereinafter referred to as the “provider”), is a Limited liability company registered under the company number 14426454 in England and Wales. The company's registered office is 49 Jamaica Street, Liverpool, England, L1 0AH.
2. You (hereinafter referred to as the “Client”) enter into this agreement as you are owed outstanding monies and need a debt collection service from the provider.
 - (a) The Client warrants that any monies that are owed to them by a third party are for the supply of goods and/or services.
 - (b) The Client also warrants that they have provided the Provider with full disclosure of the matter prior to enlisting the Provider's services.
 - (c) The Client understands that once a debt is submitted to the provider by the Client by whatever means, electronically or otherwise, the provider is authorised to collect money on their behalf and these terms and conditions are to be complied with at all stages of the collection process.
 - (d) The Client hereby authorises the provider and any third party which the provider may wish to instruct (such as an enforcement agent or a service agent) to receive monies on their behalf from the debtor on their behalf.
 - (e) The Client confirms that they agree each debt recovered by the provider will be subject to a charge which is to be agreed when the Client instructs the provider to act on their behalf.
 - (f) The Client understands that once the Provider 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 the Provider, unless the Provider has terminated the instruction or advised the Client that they cannot recover the debt.
 - (g) There is a minimum debt value of £500 and in the event that a Client instructs the Provider to collect an amount lower than this amount the Provider is entitled to charge the Client as if the amount to be collected was £500.

Duties and rights of the Provider

1. The provider shall make every reasonable effort to recover the outstanding monies on the behalf of the client included but not limited to instructing a third-party independent firm of lawyers when advisable to do so. However, no guarantee can be made by the provider that the money will be able to make collection of the outstanding monies.
2. The Provider will attempt to recover the outstanding monies within a reasonable and timely manner, however, as each case is individual, the time for the provider to perform any obligation under the contract shall not be the essence of the contract.
3. The Provider shall keep the Client informed of any updates on the matter in regular intervals. The provider shall also make the Client aware if they are in receipt of any monies within 48 hours of receiving the cleared funds. The Client accepts that they are not entitled to payment of these monies from the provider until payment is made to the provider in full. The Provider reserves the right to make any interim payments to the Client post receiving some monies but prior to receiving the whole amount of outstanding monies.
4. The provider is entitled to make deductions to the monies they received for the fees agreed with the Client.

5. The Provider reserves the right to accept settlement of debts by instalments where necessary.
6. The Provider is authorised to accept full and final settlements on behalf of the Client should the Agency believe that they have negotiated a reasonable settlement figure and is in the Client's best interest to accept.
7. Once the Provider has been authorised to act on the Client's behalf, if the debt is withdrawn by the Client prior to the Provider 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.
8. 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, the Provider reserves the right to charge that commission which would normally be levied as if this had been a full successful collection.
9. Should the Client instruct the Provider to recover a debt that has already been paid prior to instruction to the Provider, the Provider reserves the right to charge 15% of the amount of the debt for administration costs.

Duties and rights of the Client

1. To provide the Provider with information and copies of all relevant documentation regarding the debtor, the debt and any goods and/or services provided by the Client to the debtor and to provide reasonable assistance, further information and instructions as the provider or third parties instructed by the provider require.
2. To advise the provider of any grounds known to the claimant which the debtor has advised or may have non-payment or in defending any legal proceedings which be brought for the recovery of the debt or for bringing any counterclaim against the claimant or any third party.
3. To sign any claim form or particulars of the claim or other documents which the lawyers may advise as being required to be signed by the client in order to issue any such legal proceedings.
4. To pay the fees agreed with the provider for action on its behalf in the recovery of the debt together with a sum of equal to the cost of instruction agents to attend court if required.
5. The Client must not make any communication with the debtor after the debt is passed on to the Provider as this is liable to prejudice the Provider's ability to collect. If the debtor attempts to contact the Client, the Client must immediately revert the debtor directly to the Provider as their Legal Representatives in this matter, without discussing the matter at all with the debtor. Should the client prejudice the Provider's ability to collect, the Provider reserves the right to charge that commission which would normally be levied as if this had been a full successful collection.
6. The Client must inform the Provider if the debtor attempts to make contact with the Client, if there is any news regarding the debt, or if any payment is received direct so that the Provider does not pursue the debtor unnecessarily. If the Provider pursues a debt unnecessarily, the Client may incur additional fees charged at our current hourly rate at the discretion of the Provider.

7. The Client is to advise the provider of any amount of money paid directly to them by the debtor within two working days of receipt of such sum and the client acknowledges that the fees shall apply to such sum as they would apply to had such sum been paid to the provider.
8. If payments are made direct to the Client, all accounts are rendered for settlement within 7 days from the date of invoice. Unsettled accounts may be subject to a charge of 2% per month or part thereof until paid in full at the Provider's discretion.
9. The Provider shall be indemnified by the Client for any actions taken by itself, the debtor or its agents after contracting the Provider to act on its behalf. If any actions prejudice the Provider'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.

Duration and Cancellation of the agreement

1. In the event that the Client has instructed the Provider in relation to an individual matter and has not agreed to the Provider's 12-month fixed term credit control package this agreement will remain in full effect until
 - (a) The amount of the debt (with interest and costs) has been paid by or recovered from the debtor and all fees and such sums due to the Provider have been paid; or
 - (b) Any legal proceedings issued in the name of the Client for recovery of debt have become defended and all fees and such sums due to the provider have been paid; or
 - (c) The provider gives written notice to the Client to terminate this agreement; or
 - (d) The Client is declared bankrupt or in the case of a company dissolved or liquidated; or
 - (e) The provider has committed a material breach of this agreement and failed to remedy such breach within 14 days of the Client giving the provider written notice to remedy any breach; or
 - (f) If the Client breaches its duties within the agreement or terminates the agreement, then the full amount of monies agreed under the contract become payable to the Provider within 7 days. In the event that payment is not made within 7 days the Provider is entitled to interest on this amount at a rate of 2% per calendar month.
2. In the event that the Client has agreed to the Provider's 12-month fixed term credit control package this agreement will remain in full effect until the duration of the agreement is fulfilled unless
 - (a) The full amount of the contract is paid (£1,800 + VAT per annum) is satisfied; or
 - (b) The provider gives written notice to the Client of their wishes to terminate the agreement; or
 - (c) The Client is declared bankrupt or in the case of a company dissolved or liquidated; or
 - (d) The provider has committed a material breach of this agreement and failed to remedy such breach within 14 days of the Client giving the provider written notice to remedy any breach; or
 - (e) The Client breaches their duties within the agreement in which case they will be required to make payment of the full duration of the contract within 7 days or else the Provider is entitled to interest on this amount at a rate of 2% per calendar month.

3. In the event which the Client wishes not to renew the 12-month fixed term credit control package, the provider requires the client to provide written notice of their wish that the agreement is not renewed 14 days prior to the expiry of the previous agreement. In the event that 14 days' notice is not provided by the Client they will automatically be entered into the next 12-month fixed term credit control package under the terms of this agreement.

GDPR

1. The Client warrants that any personal data provided to the Provider is done so in accordance with Article 13 of the European Union's General Data Protection Regulations in that the information is either provided with
 - (a) consent of the individual for you (the Client) to process and pass on their personal data
 - (b). the personal data is passed on under a contract where the processing and passing on of the data is deemed to be necessary
 - (c). the personal data is processed and passed on as a result of a legitimate interest of the Client (such as an outstanding account or legal dispute), unless there is good reason to protect the individual's personal data which overrides those legitimate interests.
2. In the event the Client is unsure as to if they are entitled to provide such information the provider respectfully advises them to seek independent legal advice on the same.

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. The providers' 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.
6. By agreeing to these terms and conditions your statutory rights are in no way effected

This agreement in no way effects your statutory rights