

Please complete the following fields in as much detail as possible.

Debtor Information	<i>*Required</i>
*Company Name:	
*Company Contact Name:	
Debtor Type Industry:	
Company Number:	
*Address:	
*Post Code:	
Contact Number:	
Contact e-mail:	
Website:	
*Your reference for this debtor:	

Your Information	<i>*Required</i>
Your Company Name:	
*Your Name:	
*Your Contact Address:	
*Your Contact Number:	
*E-mail Address:	

Fee Payable unless otherwise agreed in writing:

Amount	Our Percentage %
£0 - £100	Please contact us.
£101 - £500	50%
£501 - £1000	30%
£1001 - £3000	25%
£3001 - £6000	20%
£6000 - £10,000	10%
£10,001 - £50,000	7%
£50,001 + £100,000	6%
£100,000 +	5%

Account Information

*Total balance outstanding:	£
*What date did the balance become overdue:	
*What action have you taken so far if any:	
*What is the debt for:	
*Has the debt been disputed: (if yes please explain below)	
*Will the debtor be aggressive in anyway:	
*Would you accept payments on a payment plan:	
If the debtor makes a settlement offer what would your realistic offer be:	£

We will need a copy of all relevant correspondence you have had with the debtor regarding the outstanding debt. If you have photos or any other documents that will help us identify or trace the debtor, please also supply these along with this instruction form.

All information supplied to the company will be kept strictly confidential and none of the information provided to us will be provided to any other person(s) or companies without your expressed written permission unless we are bound by law to do so.

Our company is registered with the Information Commissioner's Office and all information is subject to the Data Protection Act 1998.

Other Notes that may be of interest to us:

Payment Details

Once we have received cleared funds from the debtor all payments will be sent out on the Friday of each week. Some payments may be held for 14 days to comply with the Money Laundering Act.

Payments will be made payable to the below name and referenced with the reference you supplied above.

YOU DO NOT HAVE TO PROVIDE BANK DETAILS AT THIS STAGE.

Bank Name:	
Account Name:	
Account Number:	
Sort Code:	

You can return the instruction form along with any relevant documents via fax or email.

Fax: 0161-738-1372

Email: forms@vicksenforcement.co.uk

Please help us to reduce waste and return this form via email

TERMS OF BUSINESS

1. Interpretation

1.1 The following definitions apply in these conditions:

"agreement" means any contract between you and us for the provision of the services for a period not exceeding 12 months, incorporating these conditions.
 "we" or "us" means Enforcement UK Limited trading as Vicks Enforcement and "you" or "your" means the person, company or partnership who or which engages us to provide services and whose name and address appears overleaf. "Services" means any of the debt recovery activities we carry out on your behalf, including without limitation collection of accounts, tracing absconding debtors, and bespoke credit management assistance. We may sometimes engage agents when providing these services.

i. These conditions supersede all previous terms and conditions in force between us and you unless otherwise agreed in writing by us.

ii. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment of it, and includes any subordinate legislation for the time being in force made under it.

iii. Words in the singular include the plural and in the plural include the singular.

iiii. A reference to one gender includes a reference to the other gender.

iiiii. Condition headings do not affect the interpretation of these conditions.

2. Our obligations to you

i. You acknowledge and agree that whilst we make every effort to recover debts on your behalf, no guarantee is either expressed or implied that such money will be recovered.

ii. We will notify you in advance of any additional costs resulting from legal action, or fees you are likely to incur whilst we carry out your instructions.

iii. The time we take to perform any obligation under this contract shall not be of the essence of this agreement.

iiii. We will provide you with written progress updates on each debt that we are instructed to recover where there is information to report and at other times as frequently as we consider appropriate. If you require more frequent updates than this, we reserve the right to charge you for those additional updates.

3. Your obligations to us

i. You warrant to us that all debts you refer to us for collection are legally owing to you and are legally valid in all respects.

ii. From time to time we may require additional information from you to enable us to collect a debt on your behalf. You agree to provide us with any such information as soon as possible following our request. In the event that you fail to provide us with such information after expiry of 14 days after it has been requested by us, we reserve the right to adjust our commission rate accordingly.

iii. In the event that you receive any payments directly from a debtor, or if you take any action in relation to the debt or the contract to which the debt relates which requires either (a) a reduction in the value of an account already placed for collection by us, or (b) collection of such debt to cease, then you undertake to supply full details to us immediately. In such event, we reserve the right to charge you commissions and charges levied as if the debt in question had been successfully collected by us.

iiii. In the event that:

1. You instruct us to stop collection of an account for any reason other than the insolvency or death of the debtor, or

2. All or part of an instruction is confirmed during our collection process as having been previously paid to you, then we will charge you commission and reasonable charges in relation to that account as if it had been successfully collected by us.

iiiiii. You agree not to make any communication with the debtor after the debt(s) is/are referred to us for collection on your behalf. If a debtor attempts to contact you, you agree immediately to refer them to us without discussing the matter with them. Failure to comply with this requirement may prejudice our ability to carry out the services, and in such circumstances commission will be due to us as if we had successfully collected the debt.

iiiiiii. The amount of the sum that we are instructed to recover from outset shall not increase under any circumstance or an additional administration fee will be charged accordingly.

4. Indemnity and limit of liability

i. We will perform the work we do for you with reasonable skill and care and we acknowledge that we will be liable to you for losses, damages, costs or expenses ("losses") caused by our negligence or wilful default, subject to the following provisions:

1. We will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation, or due to the acts or omissions of any person other than us;

2. Our aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort, under statute, or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with each matter upon which we are instructed and/or advice on it, shall not exceed the total amount of commission paid or payable by you to us under the agreement.

ii. Our liability, whether to you or any third party, in contract or tort or under statute or otherwise shall exclude any indirect or consequential economic loss or damage (including without limitation loss of profits) suffered by you or any third party arising from or in connection with the matter(s) on which we are instructed and/or our advice on it/them, however the indirect or consequential economic loss or damage is caused, including our negligence but not our wilful default.

5. Payment for services

i. We may charge an administration fee (the amount of which will be as agreed between us in writing) in respect of each account/accounts that you instruct us to recover for you. This fee will be payable regardless of whether we are able to recover the account either in whole or in part. The administration fee will be agreed with you prior in writing with our company otherwise we operate under no recovery no fee service.

ii. Fees will be deducted first and if only part payment is recovered the monies will be split 50/50 unless otherwise agreed in writing between us.

iii. We will charge a commission of on all accounts we collect for you, whether in whole or in part, in accordance with the following commission rates (or such other rates as may be agreed between us in writing)

iiii. Commission and all charges (except for court fees) will be subject to VAT at the then prevailing rate.

iiiii. We will deduct commissions and any charges levied on a pro-rata basis from all direct payments we receive on your behalf.

iiiiii. In the event that you instruct us to institute any form of legal action, you will be liable for all charges, costs, fees and disbursements of whatever nature incurred by or billed to us until or unless recovered, or where non-recoverable from your debtor(s) by us or any other party acting on our or your behalf.

iiiiiii. All payments are due within seven days of the date of our invoice, and time for payments due to us is of the essence. If our invoice is not paid within seven days of the date of the invoice, interest will be charged on all overdue amounts at the rate of 5% above the base rate of The Bank of England calculated on a daily basis from the date of the invoice up to the date of payment, whether before or after judgment. We reserve the right at our discretion to terminate our engagement and cease working on your behalf in the event that payment of any invoice is unduly delayed.

iiiiiiii. You acknowledge and agree that, where permitted by law, we may (in addition to the commission that we charge you) charge debt collection fees to debtors and that we shall be entitled to retain any such fees in full.

6. Accounting procedures

i. We are hereby authorised to collect debts and issue receipts on your behalf, and to deduct and retain commission owing to us for services rendered. We maintain a separate client account with our bankers and undertake to notify you whenever possible of any payment received on your behalf which is processed through the client account. We will account to you for any such monies collected 30 working days after the relevant funds have cleared.

ii. In the event that you request us to accept payment from a debtor by way of debit or credit card then we may charge the debtor a merchant service charge for all types of card payments. In the event that we pay to you money which was received by us via a credit card, and at a later date that credit card payment is charged back to the account holder, then you agree to repay to us the money we paid to you.

7. Termination

i. We reserve the right at our sole discretion to terminate this agreement and or the provision by us of any of the services either prior to the commencement of the collection process or at any time during the collection process.

ii. We reserve the right to terminate this agreement where the client is in breach of the terms and conditions of this agreement herein.

8. Use of information and confidentiality

All information you give to us will be treated as strictly private and confidential and will be treated in accordance with the requirements of the Data Protection Act 1998. All information provided by us to you under this agreement shall be treated in confidence by you and shall not (other than by order of a Court) be communicated, copied or otherwise divulged to any person or party whatsoever. The Information we may provide cannot be used in any legal action without or expressed written permission.

9. Force Majeure

i. We do not accept any liability for any failure to perform or delay in performing any of our obligations under this agreement where such failure or delay is caused by events outside our Reasonable control ("Force Majeure Event").

ii. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (but without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, or the acts, decrees, legislation, regulations or restrictions of any government.

iii. Our performance of our agreement with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the agreement may be performed despite the Force Majeure Event.

10. General

i. If any provision of the agreement between us is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of the agreement and the remainder of such provision shall continue in full force and effect.

ii. Failure or delay by us in enforcing or partially enforcing any provision of the agreement between us shall not be construed as a waiver of any of our rights under that agreement.

iii. Any waiver by us of any breach of, or any default under, any provision of this agreement by you shall not be deemed a waiver of any subsequent breach or default, and shall in no way affect the other terms of this agreement.

iiii. The parties to this agreement do not intend that any term of it shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

iiiii. Nothing in this agreement or the provision of the services shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between you and us.

iiiii. The formation, existence, construction, performance, validity and all aspects of this agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Please sign to agree to the above terms and conditions and to state you have the full permission to enter into this agreement:

Signature:		Date:	
Print full name:			