

# TERMS & CONDITIONS

## Obligations of The Client and Penham Excel

- All debts passed to Penham Excel must be true and valid
- The Client agrees to supply all relevant debtor information
- Upon issuing an instruction The Client authorizes Penham Excel, or their agents, to initiate any legal proceedings necessary to recover the arrears.
- No costs or disbursements, legal or otherwise, will be incurred without prior reference to The Client
- Court costs incurred may be recharged to The Client if for any reason a court action is unsuccessful
- The Client agrees that any information provided for the issue of a claim or other legal document to be prepared by Penham Excel or its agent will be correct and that Penham Excel will not be liable or responsible whatsoever for any errors, omissions or action taken against The Client as a result of any proceedings
- The Client agrees to notify Penham Excel of any correspondence or payments received from the debtor post instruction
- All information exchanged between Penham Excel and The Client will be treated in the strictest confidence and at all times in accordance with the relevant data protection regulations

## The Service

- Penham Excel, or their agents, will determine the most suitable collection methods on a case by case basis
- Penham Excel will provide the service through the use of its own personnel or through the use of an agent of the company including any lawyer appointed for the purpose of collecting the debt
- Penham Excel will not be liable for any indirect or consequential loss or damage, which may be suffered or incurred as a result of the service provided or otherwise, where action is taken as a result of client instructions or The Client failing to supply or notify Penham Excel of appropriate information

## Fees & Charges

- Where a repayment schedule is agreed between The Client and the debtor, any fees or pre-agreed disbursements are to be paid out of the first repayment instalment
- All repayment schedules will be brokered via Penham Excel's dedicated client account held with HSBC

Revised schedule of court fees which came into force on 9th March 2015

| Debt amount    | Court fee    |
|----------------|--------------|
| 0 - 300        | 25           |
| 301 - 500      | 35           |
| 501 - 1000     | 60           |
| 1,001 - 1,500  | 70           |
| 1,501 - 3000   | 105          |
| 3,000 - 5000   | 185          |
| 5,000 - 10,000 | 410          |
| 10,000 +       | 4.5% of debt |

We also need to advise that if after judgement we are unable to collect, the court costs would need to be met by the claimant as a disbursement.

## Confidentiality

The terms of the agreement between The Client and Penham Excel shall be kept strictly confidential at all times. Details of individuals and cases will be kept confidential at all times and will be subject to the provisions of the relevant data protection regulations

## Acceptance of Terms

Having read and accepted the above terms and conditions I confirm that we authorize Penham Excel and their agents to act on our behalf in the collection of outstanding Insurances & Service Charges.

If case is withdrawn after legal action has commenced, charges would be applicable.



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