

DRS Legal Services.

TERMS OF BUSINESS

Terms

The following terms shall apply to all advice given and work undertaken by "us" (DRS) to our clients ("you").

Our Service to You

We will peruse and consider the documents provided by you and advise you on the appropriate course of action for the recovery of outstanding debts. We will aim to recover the debts by letter and phone call and if the debtor fails to pay the sum outstanding and court action is necessary, we will assign the debt for collection to us and we will conduct the administrative management of your case throughout the court proceedings.

We will exercise due skill and care in carrying out our work in accord with your instructions. We will keep you informed of progress and deal with any queries you may have.

Complaints Procedure

We have a complaints procedure policy, if you have a complaint please raise it directly with Anna Clarke by phone or in writing, who will provide you with a copy of the policy we implement. This is in conjunction with the new requirements laid down by the office of fair trading. We aim to provide an efficient and thorough service at a fair price.

Fee Structure

Our fees are based on what is fair and reasonable having regard to the current market equivalent. We normally charge fixed fees for uncontested debt recovery. If a matter is contested or if complications are noticed then our charges are normally calculated by reference to an hourly rate.

Expenses and disbursements

In requesting our service, you are also authorising us, to incur expenses and disbursements which are necessary, you will be required to reimburse to us accordingly.

In a contested matter, we reserve the right to charge expenses of travel, accommodation and meals while travelling away from the office and also for any other disbursements incurred on your behalf.

Accounts - Payment of Fees

Our invoices are payable within 30 days. We will usually ask you to provide us with cleared funds sufficient to pay all court fees. We reserve the right to deliver interim bills, if appropriate. If a payment is requested, we reserve the right not to act or continue acting for you until payment has been made. We may charge interest on any overdue amounts as per the Late Payments (Commercial Debts) Act 1988.

Storage of Papers

Files and other papers relating to your matters will be stored for such time as we think reasonable or as are required by law. After which we may destroy them. Such files or papers may be preserved by other means of image processing. This applies to all files and papers retained by us other than title deeds etc. The copyright in all our documents shall remain our property.

Data Protection and Confidentiality

In the course of acting for you we may obtain and process personal data about you. For the purposes of the Data Protection Act 1998, the controller of that data is Anna Clarke.

The data will be used as necessary for the work we undertake for you. It may also be used by us to send you information about the services we offer from time to time.

We will at all times keep your business confidential, subject to any disclosure obligations which may be imposed on us by law. Please see the section on Data Protection.

Data may also be held to enable us to comply with any legal obligations. None of the information which we hold will be disclosed to any third parties, except in connection with the work undertaken for you or as required by law.

Communication

We will sometimes use e-mail for communication with you unless you tell us not to. If communications should not be sent over the Internet please let us know. Viruses may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a fire wall and virus checking software. If we communicate with you by e-mail, it is on the basis that you will do likewise.

Termination

You may withdraw your instructions at any time by written notice to us. We may also decline to act for you by giving you written notice where we have reasonable grounds to do so (including failure by you or your associates to settle invoices in full on the due date or to make payments in advance when so requested).

Hours

The Office is open between the hours of 9.00 am and 5.00 pm Monday to Thursday and 09.00am and 1pm Friday (For administration purposes). We will endeavour to have all our phone calls answered. However, messages can be left on 01840 261136.

Contested Matters

Generally in small claims cases (i.e. up to £5000.00) costs are not available to either party.

With matters above the £5000.00, there are a number of points you need to be aware of. The court has wide-ranging discretion to determine which party(ies) should bear the cost of the proceedings and in what proportion. The court can order you to make immediate payment of costs at any stage in the proceedings.

If a recovery case exceeds £5000.00 and is contested DRS may suggest an alternative organisation to you, this may be necessary for you to recover your full on going costs. Where necessary it may be appropriate to engage Barristers to act on your behalf and you will be responsible for their charges.

You will be responsible for paying our account even if the court eventually orders another party to contribute towards your legal costs. Sometimes there are difficulties and/or delays recovering these costs.

Only in exceptional cases will the court make an award which gives a successful litigant a right to the full re-imbusement of the costs of the proceedings. Therefore even if your action is successful there may be additional costs payable to us over and above anything recovered from the other side, if another party is legally aided it is unlikely that you will be able to recover any costs.

If you lose an action, you will be liable to pay our fees and disbursements. In addition, the court may exercise its discretion to order you to pay a proportion of your opponent's costs. If you withdraw an action, the other party is entitled to request that the court makes an order against you for costs.

In any action you will be required to disclose to the other parties information recorded including documents, correspondence, notes, memoranda, computer databases, videos and audio tapes, in your control which relate to the issues in the case. This duty covers records which may be prejudicial to your case but which, subject to certain privileged exceptions, you are never the less obliged to reveal, the obligation of disclosure is ongoing until the action is over and therefore all such records must be kept in safe-keeping. You may be liable for severe penalties including fines and/or imprisonment in cases of deliberate non-disclosure, if in any doubt whether to preserve records you should err on the side of preservation.

The various court rules place responsibilities on all parties in an action and timescales are set for court cases and have to be strictly adhered to. The contract made between you and DRS is governed by English Law and is subject to the jurisdiction of the English Courts.

Associates

These terms shall apply to you and your associates, which, for the purposes of these same terms, includes all companies which you control, or if you are a company forming part of a group, all companies in that group.

Licensed Credit Broker No: 520862

Signed.....

Date:.....