

Terms & Conditions

UK & International Debt
Recovery & Credit Collections

www.safe-collections.com

+44 (0)1772 454505



Terms & Conditions

General

1. Please note we are not solicitors and we do not provide legal advice. Any advice provided by us relates strictly to the provision of our services and should not be relied upon as legal advice.
2. We accept no liability for any actions you may take or loss or damage you incur as a result of advice or information given in any communication with us or in our marketing material.
3. We accept no liability for any loss or damage you incur as a result of engaging us or any other solicitor or third party to which we may refer you.
4. We may make use of cloud based storage and data transfer services, every effort is made to protect your personal and commercial data however we can accept no liability for any loss or damage arising from our use of these services.
5. These terms will be governed in accordance with the law in the United Kingdom.
6. If any provision of these agreed terms is found to be invalid or unenforceable in court, this shall not impact the validity of the remaining terms and these will remain in force.

Debt Collection

7. UK & International collections are conducted on a “no collection, no commission” basis unless otherwise agreed in advance and subject to clauses 8 - 15 below.
8. We *will* charge the agreed commission on part payments.
9. We *may*, at our discretion, charge the agreed commission if we or our agents locate information that reduces the balance we have been instructed to recover.
10. We *may*, at our discretion, charge the agreed commission on any credit notes issued after instruction.
11. We *may*, at our discretion, charge the agreed commission on the value of any goods returned after instruction.
12. Agreed commission rates will apply if we discover the client has been paid subsequent to our involvement but after the file has been closed.
13. If we receive no instructions or communication from you, the client, for a period of 60 days or more we reserve the right to terminate the account and charge an administration fee equal to the agreed commission on all open accounts.
14. If the client decides to ignore the advice provided by us or our agents we reserve our right to terminate the account in question and any other open accounts at **no charge**.
15. We do not tolerate abusive, threatening or illegal behaviour from our clients and we reserve the right to terminate the account of any client that engages in such and to charge an administration fee equal to the agreed commission on all open accounts.
16. In the event of late or non-payment of invoices we reserve the right to close all accounts and charge in line with clause 15.
17. International agents may add and retain local late payment penalties in addition to quoted commission.
18. We will attempt to recover all applicable late payment penalties and costs from the debtor if so instructed.



19. If, for whatever reason, we are unable to recover late payment fees from the debtor our agreed commission rate is payable by you, our client, on all successful recoveries.

Legal Fees

- 20. Safe Collections will always seek written authorisation from clients before legal proceedings commence.
- 21. Safe Collections will endeavour to provide approximate costs and fees involved, however we can not guarantee the accuracy of any estimation and these are provided for general guidance only.
- 22. **Costs and fees relating to legal proceedings & any subsequent enforcement remain the responsibility of the client at all times.**

Payment

- 23. Our invoices are submitted on successful collection and our payment terms are strictly 30 days net.
- 24. Invoice queries must be provided to us within 14 days of the invoice date. No query will be accepted thereafter.
- 25. We usually request funds are paid direct to the client, if we receive funds on behalf of a client we will remit these, minus agreed commission, at the end of the month in which they are received.
- 26. **Late payment will not be tolerated. In the event of late or non-payment of our invoices you agree to indemnify us for any and all costs incurred as a result of your failure to make payment. These include but are not limited to; late payment penalties, debt recovery costs, legal costs, solicitor's fees or any other expenses we may incur in pursuit of full payment.**

Authorised Signatory		
Print Name		
Position Held		
Company Name		
Company Number	Date	

Important: We understand and agree to be bound by the terms and conditions above. We understand that ultimate responsibility for any debt collection fees rests with us.



Need more help?

Our blog is full to the brim with helpful hints and tips on many aspects of debt collection and credit control for freelancers and SMEs.

From credit checking a new customer to managing overseas debtors or chasing unpaid invoices we have a wealth of useful information for you.

If you want to find out more about our services you can use the following links:

Credit Control Services
Debt Collection Services

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Tetris by [Mike Kneic](#)

Legal

Safe Collections is a trading name of Safe Collections Ltd.

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