



Controlaccount plc and Terms and Conditions of Service

Definitions

In these terms and conditions unless the context otherwise requires the following words shall have the following meanings:

"CA"	means Controlaccount plc
"The Client"	means the individual or corporate entity that is the beneficiary of the service provided by CA.
"The Service"	means the process and system operated by CA
"The Charge"	means the percentage commission, Fee or any other charge, made by CA for the service provided.
"The Agreement"	means the specific agreement with the Client made at the point of sale
"GDPR"	means the General Data Protection Regulations (EU) 2016/679

Generally

1. The Client will employ the service of CA as described in the quotation, contract or service level agreement.
2. CA will undertake to approach all subjects of collection promptly and courteously and conform to the code of practice implemented by the Credit Services Association.
3. The Client is deemed to have accepted the imposition of these Terms and Conditions of service, and conditions set out within The Agreement, by that Agreement being signed by or on behalf of the Client or upon the Client's submission of its first or subsequent referral and it becomes a binding contract between the Parties on the terms, stipulations and conditions set out herewith.
4. Both parties have the right to cancel the service if either commits serious breach of the terms herein but only where the matter has been dealt with through open correspondence after which a period of three weeks has been given to rectify the breach.
5. The Agreement between The Client and CA will continue until terminated by at least six (6) months notice in writing, served on the anniversary (twelve months) of the initial referral of new business, by either party.
6. On termination of The Agreement suitable provision will be made with The Client to agree closure and return of cases should this be required. Should payments continue to be made

to CA by any subject following contact by CA to advise we are no longer instructed, such payments will be remitted to the Client and the agreed fee will be payable until such payments cease or suitable alternative remuneration is agreed by both parties.

7. Where access to CA's web based client portal has been granted, upon termination access to that portal will remain active for no longer than 6 months or until all cases are closed, whichever is sooner.
8. If any provision of this Agreement is, for whichever reason, deemed invalid and / or unenforceable all other provisions shall remain valid and enforceable to the fullest extent permitted by law. The Parties agree to replace any such invalid / unenforceable provision with one which is valid / enforceable which most closely maintains the intent and effect of the replaced provision.

Service

1. CA can accept data either in paper or electronic format. Once CA has received new business in either format then the process will commence as soon as it is practicable. Where data is offered electronically CA will provide a template which is compatible to the collection software. Where a format has been agreed and the Client subsequently changes that format then a charge may be levied for the creation of a new template.
2. CA will perform its duties in accordance with the procedure or workflow previously agreed between the parties. Where services are requested which were not included in the original quotation and where those services incur expense by CA then either a charge will be made for the incurrence of such fees or the service(s) will be the subject of separate commission negotiations. All such charges and fees will continue to be subject to these terms and conditions and will form part of The Agreement.
3. The Client may request that CA produce a report, which can be issued on a regular basis. The format of such a report will be agreed prior to the commencement of the Service or will be made available via CA's web based portal. Should the Client require a report in any other format, then CA reserve the right to charge for the set up of such a report.
4. From time to time CA may use an agent for the provision of credit information. The Client agrees that as the data controller of the information CA may, at their discretion, pass such details as necessary to the agent for the above purposes. CA undertakes that they have made the necessary enquiries to ensure that the agent is bona fide and suitable for such work and adheres to all relevant legislation including the GDPR..
5. Payment to either The Client or CA will be subject to the following conditions:-
 - a) The Client will be charged the agreed fee for all payments received, either by The Client or by CA, on all accounts referred to CA.

- b) The Client agrees to provide details of all payments or credits issued on accounts referred to CA which are made directly to The Client immediately once received. Direct Payments are, for the purpose of payment of the agreed fee, considered as payment to CA unless specifically otherwise agreed.
- c) All monies received by CA will be banked in a Client Account and are subject to a period of up to fourteen (14) days clearance before being remitted to The Client with the monthly invoice.
- d) CA reserves the right to debit the account of The Client immediately where payments received from The Client's customers are subsequently dishonoured after CA have remitted to The Client together with any charges made by CA's bankers.
- e) When payments are received by CA in a foreign currency, CA will apply the exchange rate at this time of payment. However, if undue delays are experienced, the exchange rate may require recalculation and any shortfall that arises out of currency fluctuations will be the responsibility of the Client and not CA.
- f) Any fees or charges incurred by CA from payments made in foreign currency will be included in the account. If this account remains unpaid, CA reserves the right to charge The Client for these irrecoverable costs.
- g) Where The Client requires cheques to be drawn in their favour then CA will both request this of the customer of The Client and forward any such cheques within two days of receipt.
- h) Where matters which are subject of a collection are returned, or the balance written off or credited at the decision of the Client, CA reserves the right to charge 50% of the commission that would normally be levied if this had been a successful collection.
- i) CA reserves the right to charge up to the full amount of the collection fee where the account handed over is already the subject of a query when passed to CA and subsequently closed.
- j) Where the account is withdrawn due to payment being received on the same or following day as CA's initial contact with a debtor, CA reserves the right to make a £5 charge to cover administration and waive the normal commission.
- k) If it is discovered that an account was paid prior to the referral of the account, CA reserves the right to charge 50% of the commission or £15 whichever be the greater that would otherwise be levied.

- l) CA reserves the right to apply a small, one off charge to each account, payable by the subject of collection, to all accounts passed to us to cover the basic cost of processing the account.
6. After the exhaustion of CA collection process, The Client may decide to take the advice of CA in terms of proceeding with litigation. However, there is no obligation for The Client to instruct CA to proceed with such matters. If such instructions are forthcoming to CA, then a schedule of charges must be agreed prior to any instruction being actioned by CA.
7. The Client agrees to indemnify CA against all costs, inclusive of those costs for legal actions arising out of mistaken or erroneous information passed on, or information omitted to be passed on to CA from the Client in furtherance of the collection of a debt.
8. The Client accepts that CA will not be held liable or responsible for the acts, omissions or faults of any and all third parties, including but not limited to agents, Courts, solicitors or trace agents, in the collection of Client funds providing CA has undertaken due diligence in appointing such agents.

Data Protection and Data Processing

1. Data Passed to us will be for the purposes of use in one or a combination of the following categories;
 - a. debt collection
 - b. tracing
 - c. outsourced lettering services

and will be retained and processed until such time as the case is concluded or as required by other legislative requirements after which it will be returned to the Client or deleted and put beyond use.

2. For the purpose of providing our services, we will only process information given to us by the Client which is relevant, necessary and adequate and for the legitimate purpose of recovering monies owed. Sensitive data is information which is protected from unwarranted disclosure and we will not process any data which is considered sensitive, unless it is required for legal or ethical reasons.
3. CA will only act upon the written or recorded instructions of The Client, unless required by law to act without such instructions.
4. CA has a Security and Data Protection policy, along with a formal Data Privacy Notice, that is regularly updated and maintains ISO 27001 accreditation in Information and Security Management. For the purposes of information regarding the subject of collection The Client is considered the data controller and CA is considered the data processor. In respect of any information relating to The Client, CA is considered the data controller.

5. The policy and privacy notice covers how data is processed and handled together with the extent of its responsibility in respect of its clients and suppliers in accordance with the Data Protection Act, GDPR, or any subsequent legislation, and under the guidance issued by the Information Commissioner's Office.
6. The policy and privacy notice forms part of these terms and conditions and is available on request or via our website.
7. It is formally understood that all personal data passing between CA and the Client is to be used for the purpose of debt collection only or purposes ancillary to that debt collection process. No communication must breach the principles of the Data Protection Acts, GDPR, or any subsequent legislation. Any breaches or suspected breaches must be communicated to the other party and must be investigated in accordance with the principles contained within the relevant legislation.
8. CA will ensure that all personnel involved in the processing of any data passed to us are subject to a duty of confidence and that any breach of that confidence will be investigated fully and subject to the terms of CA's internal disciplinary policy as appropriate.
9. CA will only engage a sub processor where the client has given their authorisation for us to do so and any such sub processors will be of a suitable standing and show compliance with their own obligations under the GDPR.
10. CA will assist The Client in terms of meeting its own obligations in respect of the GDPR with regard to security of processing, notification of personal data breaches and data impact assessments along with assistance in providing subject access and allowing data subjects to exercise their rights under GDPR. The Client is however responsible for ensuring its own obligations under GDPR are met at the point of referral and should have its own processes in place to be compliant.
11. CA as the processor will submit to audits and inspections as required, and provide The Client with whatever information it needs to ensure that Article 28 obligations are being met and will tell The Client immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

Payment

1. CA will send an invoice to The Client along with monies collected monthly, in arrears, unless otherwise agreed. This invoice will include a schedule of all cleared payments received by The Client and CA and the related fees and charges.
2. The terms of payment of CA invoices are strictly 30 days from the date of invoice. No queries or invoices will be accepted after 14 days from the date of the invoice. CA reserves the right to invoke The Late Payment of Commercial Debts (Interest) Act 1998, as amended

and supplemented by the Late Payment of Commercial Debts Regulations 2002 and charge interest on late payment of invoices at the rate of 8% over base plus compensation at the appropriate level.

3. Where it is agreed The Client has a valid claim in regard to a specific invoice; credits will be issued upon generation of the next invoice and / or remittance.
4. If the payment terms outlined above are not adhered to, CA reserves the right to immediately set-off monies due to them by The Client from cleared funds in CA's possession, including the deduction of recovery fees plus VAT due on any transaction.

Alteration and Governing Law

1. No alteration to these Terms and Conditions will be accepted by CA unless specifically agreed to in writing.
2. These Terms and Conditions are subject to the Laws of England and Wales and it is agreed that all parties submit themselves to the jurisdiction of the Courts of England and Wales.

Current as at: 25th May
2018