

TERMS OF CONTRACT

- 1) In the event of no collection from the debtor, no commission charges will be made by LPL Commercial Investigations (elsewhere herein referred to as LPL) except under terms of Clause 8 below.
- 2) In the event of LPL receiving monies from the debtor such monies will be forwarded (less costs, fees, commission and any other monies owing by the Client to LPL) to the Client within the minimum period subject to the clearance of all cheques.
- 3) LPL accepts the Client's instructions to recover monies due from the debtor shown overleaf by such measures as deemed appropriate on the understanding that no further reference need to be made to the Client, unless legal action is to be considered.
- 4) This contract is only binding on LPL once the Client's signed proposal has been received by LPL. As soon as the signed contract has been received by LPL it shall become binding on the Client in respect of fees due for collections recovered after the date of the said contract, LPL reserve the right to withdraw from any matter if such a course is deemed appropriate, in which case the reasons for withdrawal will be forwarded to the Client.
- 5) The Client agrees not to accept direct payments from the debtor without prior permission from LPL. Should the debtor remit direct after this form is signed the Client shall not issue any receipt, but shall inform LPL. In the event that the Client is in breach of this term, LPL reserves the right to render it's account and consider the case closed.
- 6) Under the contract LPL is authorised to receive all monies recovered, to clear such recoveries through LPL's bankers and to account to the Client for monies received and further to act as agent for the Client.
- 7) LPL's remuneration is payable in accordance with the following scale or prior written agreement and shall be calculated on the total amount of the settlement.
 - a) **LPL's fees for recovery within the UK are as follows:**
 - (i) Debts aged up to 1 year.....12.5% (£40.00 minimum fee)
 - (ii) Debts aged between 1 year and 2 years...15% (£50.00 minimum fee)
 - (iii) Debts aged over 2 years.....20% (£75.00 minimum fee)
 - b) **LPL's fees for recovery outside the UK**, will be from 16% (minimum fee £60.00) Note: Foreign agent's fees vary, therefore LPL will always obtain a fee quotation before instructions are given. Only when the fee quotation is accepted by the Client, will the Foreign Agent be instructed.
 - c) Should the Client accept the return of goods or repossess the same in part or full after instructing LPL then LPL is entitled in any event to payment pursuant to their scale charges calculate on the original value of the goods.
- 8) Remuneration is due to LPL:
 - a) Where settlement is affected by payment to LPL or its agents OR
 - b) Settlement is affected directly with the debtor, by the acceptance of money, or otherwise by the Client.
 - c) Where the Client directs LPL to discontinue action under the contract, for any reason whatsoever, an administration charge will apply OR
 - d) Settlement is affected between the Client and debtor in any way whatsoever.

- 9) All costs incurred by LPL which are not recoverable, or which are not recovered from the debtor, shall be payable by the Client.
- 10) The Client shall settle accounts rendered by LPL within 7 days on receipt of invoices, failing which LPL reserves the right to charge interest at the rate of 2% per month or part thereof from the date upon which the account became payable.
- 11) To enable any matter to be settled satisfactorily and expeditiously, the Client is requested to answer promptly all correspondence forwarded by LPL or by agents appointed by LPL on the Client's behalf.
- 12) This contract is governed by English Law for all purposes.
- 13) LPL shall not be held responsible for instructions received otherwise than in writing.
- 14) LPL reserves the right to revise or vary their terms of contract inclusive of changes to their fees, disbursements and administration charges from time to time.

Ref. OPT/NB