



Cristen-Dex LLP - Terms and Conditions

1. The Client authorises Cristen-Dex LLP to act on their behalf to recover the outstanding amount for the commercial debt.
2. Cristen-Dex LLP is entitled to charge, and the client agrees to pay, 10% (+VAT) commission upon any debt that is less than 6 months old and 15% (+VAT) commission upon any debt that is older than 6 months.
3. In the event we fail to recover the debt on the clients' behalf, no fee will be incurred by the client.
4. Cristen-Dex LLP reserves the right to accept instalment payments of a debt on your behalf. If this is beyond 4 months, then we will seek your approval before accepting such a proposal. No instruction to recover a debt may be withdrawn once instalments have been agreed with the debtor.
5. If the debtor has absconded, then Cristen-Dex LLP will commence trace activities. No fee will be incurred by the client for doing so.
6. All reports, traces, and information stored are done so in the strictest confidence. Cristen-Dex LLP is registered with the Information Commissioners Office (no Za517753) and adhere to the General Data Protection Regulation.
7. Any remittance received by the client after the instruction of Cristen-Dex LLP to recover that particular debt shall be deemed to have been recovered by Cristen-Dex LLP. Thereby, you consent to notify us immediately and agree to pay the relevant commission.
8. The client acknowledges that Cristen-Dex LLP adds further fees onto the outstanding debt. The client agrees to pay both the relevant commission percentage and the additional fees that have been incurred by the debtor within 7 days from the date of invoice.

Cristen-Dex LLP
Jubilee House, Lytham St Annes, Lancashire
FY85FT
Tel: 01253 732 465
Company no: OC426054
Partners: Mr Michael Town & Miss Susan Town
VAT no: 321377815

9. Further to Clause 8, the client will not accept settlement figures without the prior consent of Cristen-Dex LLP after instruction. In the event of such occurring, the client accepts to pay the additional fees in which the debtor would have been liable for.

10. Court action will only commence upon your specific request and after a full explanation of what is involved in doing so. For creating a County Court Summons we do charge a standard disbursement fee of £50.00 (+VAT). This covers Cristen-Dex LLP dealing with all the subsequent paperwork created through issuing legal proceedings.

11. The Client agrees to pay all Court Fees and Trial Hearing Fees that subsequently arise through issuing a claim through the county court. These differ depending upon the size of the debt and Cristen-Dex LLP pays this sum immediately to the Courts themselves.

12. If the client requests a legal representative from Cristen-Dex LLP to attend Court on their behalf, the only fee which will be incurred is travel expenses. Cristen-Dex LLP charges 0.45p (+VAT) per mile to travel to and from a Court hearing. However, in the event of a Judgement Order being obtained by the claimant, travel expenses can be passed directly onto the defendant. Only in the event that a Judgement Order is not obtained, does this become payable by the client. In the event Judgement is not obtained at a court hearing, Cristen-Dex LLP does not accept any liability for such and this does not give rise to a refund request on the court disbursement fee, Court fees, and trial hearing fees.

13. In the event of a Judgement Order being obtained and with your approval, we can instruct Bailiffs on your behalf. In doing so, we agree to the Bailiff's terms and conditions on your behalf. This does include a £66 'Transfer up' fee and in the event that the Bailiffs have to abort the case, then there is a £75 (+VAT) abortive fee. This is paid directly to the Bailiffs.

14. Invoices due to Cristen-Dex LLP are payable within 7 days of receipt. Cristen-Dex LLP reserves the right to deduct any charges due on the amount recovered before remitting the balance to the client.

15. If either party wishes to cancel this agreement, they must inform the respective party via written termination. The cancellation will then take effect 30 days from the date of which notice is served. Please note, that if the client wishes to cancel this agreement with Cristen-Dex LLP, this will only apply to cases pre-litigation. On-going cases through the Courts, or that are currently being pursued through enforcement proceedings, may not be withdrawn. Further to Clause 4, debtors that are in payment arrangements may not be withdrawn at any

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point.

I, the client, hereby accept the terms and conditions of this agreement, a copy of which I have received and understood. I am duly authorised to sign on behalf of the client.

Singed on behalf of Cristen-Dex LLP

Print Name.....

Signature.....

Date.....

Singed on behalf of the Client

Company.....

Print Name.....

Signature.....

Date.....

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