

Terms and Conditions

These terms & conditions are to be construed in accordance with English law and any issues will be resolved under the jurisdiction of the English legal system. The terms and conditions pertain to all aspects of Nampara Ltd services including those of Nampara Ltd and Nampara Ltd t/s Fidus Debt Recovery.

1. NAMPARA LTD UNDERTAKES TO

- 1.1** Approach all debtors promptly and courteously, by letter, electronic correspondence and telephone only
- 1.2** Use only approved forms of letters or requests for settlement.
- 1.3** Conform to our own Code of Conduct, that of the Credit Services Association and the OFT.
- 1.4** Notify the Client in each case where we have not been successful.
- 1.5** Offer our clerical services to prepare court forms and activate the various court proceedings in the event that the client decides to invoke legal action against a debtor.
- 1.6** Offer confidential advice as to a debtor's history of Defaults, Judgments and other financial obligations, if required.
- 1.7** Maintain strict confidentiality in relation to any information obtained in the course of our duties.
- 1.8** Submit regular reports of debts collected and maintain accurate records of all transactions.
- 1.9** Remit all monies collected during the month following the recovery.
- 1.10** Charge for successful recoveries only - except in the case of a debt being paid before Action - see clause 12. Costs incurred with express authority of the client, e.g. Tracing Agents, Solicitors fees, Court costs, etc.
- 1.11** After an account has been referred and Nampara Ltd has proceeded to act upon that referral, all monies paid to the client are deemed to have been collected by Nampara Ltd and will be charged for at the rates set out in this agreement.
- 1.12** Charge a fee in respect of accounts referred to Nampara Ltd after the debt has been paid. The fee will be for work already undertaken in collecting monies purportedly owed. The rate for such services rendered will be the minimum charge of £25.00.
- 1.13** Issue legal proceedings only upon Clients written instruction.
- 1.14** Pursue each debt diligently until collection, Court Action or write off.
- 1.15** External Traces. In the event that a debtor absconds and Nampara Ltd cannot identify a new address, we may need to instruct a trace agency. All agencies are on our approved list (available upon request), and we will always obtain your authority before a trace agent is appointed. There is an additional fee for this service.
- 1.16** Whilst every effort will be made to ensure that the full sum is collected, any shortfall that arises out of currency fluctuations will be the responsibility of the Client and not Nampara Ltd.
- 1.17** Any bank charges, which arise out of the transfer of funds, will be deducted from remitted funds or invoiced accordingly.
- 1.18** Nampara Ltd will not be held responsible for any funds collected by our agents or held by banks or any other financial institutions that are not remitted for any reason.

NAMPARA

1.19 Where applicable, under the late payment of Commercial Debts & Interest Act, late payment and interest charges will be added to the debt. In the event that these charges can be collected from the debtor those charges will be retained by Nampara Ltd unless there is an agreement to the contrary.

1.20 All invoices are payable at 14 days from invoice date unless specified by the invoice a specific payment date or explicitly agreed prior to work commencing and agreed in writing. If payment is not made in accordance to this clause work can be ceased without future penalty until the account is up-to-date. The Client will pay Nampara Ltd interest of the rate of 2.5% per month interest on all outstanding sums from the due date until payment. Nampara Ltd reserves the right to withdraw its services if any payment terms are not adhered to and seek the full amount due.

1.21 Nampara Ltd will act professionally and courteously at all times. Nampara Ltd will operate in compliance and ensure all procedures are within the law.

1.22 Any contract or service established by Nampara Ltd will be in the best interests of the Client and will be pre-authorized by a Clients representative in writing.

2. THE CLIENT UNDERTAKES TO

2.1 Pay Nampara Ltd for all agreed services rendered to the client upon presentation of an invoice, irrespective of the method of payment (e.g. deductions from salary, contra payments, direct payments)

2.2 Advise Nampara Ltd on receipt of payments effected direct and to indemnify Nampara Ltd in respect of errors. To provide Nampara Ltd with accurate and truthful information to ensure Nampara Ltd acts in good faith when dealing with mutual clients, customers and suppliers.

2.3 Provide full information, insofar as possible, to enable Nampara Ltd to correctly identify, locate and contact the debtor, including all names, addresses and telephone numbers. To provide Nampara Ltd with access to systems that will assists in our endeavors.

2.4 Indemnify Nampara Ltd against all costs and costs of legal actions arising out of mistaken or erroneous information passed on, or information omitted to be passed on to Nampara Ltd from the client in furtherance of the collection of a debt and acknowledge that Nampara Ltd is not responsible for any negligent acts or omissions of third parties such as courts, solicitors or trace agents.

2.5 Advise Nampara Ltd of all communication made/received between the debtor and themselves once an account has been referred to Nampara Ltd for collection.

2.6 Pay for all authorized solicitors fees, court costs and any other disbursements, which might be incurred in furtherance of the collection process. Commission rates will remain payable once a case has been referred to Nampara Ltd litigation department and/or our panel of Solicitors.

2.7 Allow Nampara Ltd to deduct monies owed to Nampara Ltd from any funds held by Nampara Ltd in the event that any Nampara Ltd invoice remains unpaid.

2.8 Reimburse Nampara Ltd any funds which are remitted to the client but subsequently recalled by the debtor's bank, Credit Card Company or financial representatives.

2.9 Allow Nampara Ltd to proceed with collection of an account where payment is imminent, and the client has written off the debt.

2.10 To pay commission on an account where the debt has been settled by way of returned or seized goods.

2.11 Allow Nampara Ltd to charge the full value of commission in the event that a case is withdrawn or cancelled prior to Nampara Ltd exhausting all collection activities.

2.12 To indemnify any representative of Nampara Ltd that attends your site and or facility or building thereof against any loss, injury or damage in any work which they may have been undertaken on your behalf.

2.13 To ensure that employees, contractors, trustees, executives, customers and volunteers act in a courteous and professional manner at all times, rude, abusive, violent, aggressive, racial or sexual abuse will not be tolerated and will result Nampara Ltd withdrawing its services and invoicing outstanding amounts owed to the value of the contract or to the value of fees for the full duration of the period and of any notice period required as agreed.

2.14 Provide Nampara Ltd with a copy of your up-to-date Public Liability Insurance.

3 RETENTION FEES

3.1 Where Nampara Ltd are instructed on an ongoing retention basis the scope of work and Client expectations are agreed within an SLA (Service Level Agreement) and will be delivered on the understanding of the SLA and or any other form of written instruction (including email and verbal instruction) in absence of a formal SLA agreed with Nampara Ltd.

3.2 Service Level Agreements and or other written agreements under a retention instruction can be terminated by Nampara Ltd giving in writing no less than three month's notice, the Client may terminate the retention agreement by providing in writing written notification to cancel the agreement giving no less than three months notification. Fees and invoices are to be paid in accordance with clause 1.20.

3.3 Any expenses incurred will be invoiced (as per clause 1.20) on a monthly basis, including but not unlimited to mileage, telephone costs and any other expense related to completing activities for the Client.

3.4 Retaining the services of Nampara Ltd does not allow the Client to reduce the retention fee agreed unless specifically agreed beforehand in writing. The retention fee is paid to retain the ongoing services of Nampara Ltd. The retention fee is not recorded in days and or hours worked but is measured through an agreed Service Level Agreement or other written form of engagement.

3.5 Nampara Ltd will ensure any time taken away from the business is discussed and agreed in advance and appropriate notification process will be utilized in order to minimize any impact on the client's business.

3.6 Nampara Ltd reserves the right to charge the Client additional fees if work goes outside the normal scope reasonably expected within the Service Level Agreement or other written agreements including but not unlimited to excessive hours, out of hours attendance, inability to take reasonable time away from the business due to the Clients volume of business or lack of suitable cover.

3.7 Nampara Ltd will agree in writing any bonus scheme which the Client would like to incorporate into an SLA (as per clause 3.1)

3.9 Nampara Ltd will increase the standard service level agreement fees annually and it is the Clients responsibility to check and monitor such increases or at any time that is dictated by external economic factors.

4 GENERAL

4.1 Nampara Ltd assumes that the Client is acting in good faith. If there is good reason to suppose that is not the case Nampara Ltd reserves the right stop acting notwithstanding any other contractual clause, including that of clause 3.2.

4.2 Nampara Ltd will not be held accountable for any uncollected debts.

4.3 Nampara Ltd reserves the right to amend the agreement and any such amendment will be confirmed in writing by Nampara Ltd to the client.

4.4 Nampara Ltd will engage with the Clients customers, suppliers and other representatives for the purposes of any engagement and instruction, Nampara Ltd is free to engage these suppliers, customers and alike in other areas of our work.

4.5 Force Majeure, Nampara Ltd shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances out of reasonable control, including but not limited to acts of God, strikes, accidents, pandemic, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from a natural source of supply.

4.6 It is formally understood that all personal data passing between Nampara Ltd and its Clients is to be used for the pursuant of agreed work only or purposes ancillary to that process. No communication must breach the principles of the Data Protection Acts. 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.

4.7 Terms and conditions may vary and can be updated by Nampara Ltd from time to time. Acceptance of terms and conditions is assumed by the payment of the initial invoice issued terms and conditions are available upon request.