

Euler Hermes Collections UK Ltd Terms and Conditions of Business



EULER HERMES
Collections

A company of Allianz 

Definitions

“Additional Fee” means the fee payable by the *Client* to *EHC*, in addition to the *Fees*, in the circumstances described under Clause 6(n) or 6(p), and equal to 50% of the *Fees* on the amount by which the *Debt* has been reduced;

“Agent” or “Agents” means the *Solicitor* and any other solicitors, bailiff, sheriffs, or other person instructed by *EHC* to act on behalf of *EHC* or the *Client* in respect of the *Services*;

“Client” means the individual, business or corporation to whom the *Services* are supplied;

“Commission Fees” means the commission charges and fees set by *EHC* and applicable to any and all recoveries made on a *Debt* from the date of *Placement*;

“Costs” means *Legal Costs*, *Fees* and/or any other resulting costs, fees or expenses that are incurred by *EHC*, its *Agents*, *Group Company* or *Solicitors* in the provision of the *Services* to the *Client*;

“Debt” or “Debts” means together any *Insured* and any *Non Insured Debt* or *Debts* and is the value of any disputed and unpaid invoice for a specified sum for goods or services sold, delivered or provided to the *Debtor* by the *Client* during the normal course of business;

“Debtor” means a customer of the *Client*, who, having been invoiced by the *Client* for goods, services or any other commercial transaction, has failed to pay or dispute the invoiced amounts on the due date specified either under the *Policy* or *Client’s* payment terms;

“Debt Recovery Services” means the recovery or attempted recovery action to be provided following *Placement* of a *Debt* arising as a result of an unpaid undisputed invoice for a specified sum but excludes recovery action for Excluded Debts and for breach of contract and damages claims, and the *Excluded Activities*;

“DPA” means the Data Protection Act 1998;

“EHC” means Euler Hermes Collections UK Limited;

“EHUK” means Euler Hermes UK plc;

“Excluded Activities” means the recovery of any *Debt* that is disputed by the *Debtor*, or where the *Debtor* is insolvent, and includes (without limitation) any form of contested court proceedings, arbitration, alternative dispute resolution (including mediation and adjudication), counterclaim or any action unconnected with the initial *Debt* as placed with *EHC*, or any matter connected with construction and/or engineering;

“Excluded Debt” means a *Debt* the collection of which will or may require more than simple debt collection activities (for example where the *Debtor* disputes liability for the *Debt* or is insolvent)

“Fee” means all the fees payable to *EHC* or the *Agents* under Clause 6 including but not limited to all expenses, charges and costs under these *Terms of Business*;

“General Account” means the non-interest bearing general collections account held by *EHC* for monies received by *EHC* in the performance of the *Services*;

“Group Company” means any subsidiary, parent or affiliated company of *EHC* or any member of the Euler Hermes Group, including overseas companies;

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1. TERMS OF BUSINESS

The *Terms of Business* apply to the *Services* provided by *EHC*. Words in italics have the meaning given in the Definitions.

2. THE SERVICES

Insured Debts

- a) The *Services* are provided to the *Client* on condition that the *Client*:
- (i) complies with the *Terms of Business*;
 - (ii) complies with all the terms and conditions of the *Policy*; and
 - (iii) pays all *Costs* due to *EHC* as set out in Clause 6.

Non Insured Debts

- b) The *Services* are provided to the *Client* on condition that the *Client* complies with the *Terms of Business* and pays all *Costs* due to *EHC* as set out in Clause 6.

Insured and Non Insured Debts

- c) *EHC* will provide the *Services* at its sole discretion either from its own resource or through the resources of its *Agents*. In particular (but without limitation), *EHC* will decide the most appropriate manner in which to provide the *Debt Recovery Services*.
- d) *EHC* may refuse, or instruct its *Agents* to refuse, to provide the *Services*, and *EHC* will endeavour to provide the reason for its decision.
- e) Where it is found that the *Debt* is an *Excluded Debt* and the *Client* was aware of this fact on *Placement* (or has become aware of this fact after *Placement* but failed promptly to inform *EHC*), the *Client* must fully indemnify *EHC* against all *Costs* (including, where applicable, those costs set out under Clause 5) incurred and arising through the performance of the *Services*.

3. EHC'S OBLIGATIONS

- a) *EHC* must ensure that the *Services* are performed in a professional manner in compliance with industry standards and regulations, the Code of Practice of the Credit Services Association (as approved by the Confederation of British Industry), and the Code of the American Collectors Association, as applicable.
- b) *EHC* must treat all non-public information concerning the *Client*, its business and financial affairs in complete confidence. However, the *Client* consents to *EHC* disclosing such information to the *Agents*, to other third parties and to *Group Companies* where this is needed for the proper performance of the *Services*.

4. CLIENT'S OBLIGATIONS

- a) The *Client* must provide *EHC* with all necessary documents and information, whether or not requested, to enable *EHC* to provide the *Services*.

- b) The *Client* agrees to notify *EHC* immediately of any change to the documents and the information already given. Where *Debt Recovery Services* are provided, the *Client* must inform *EHC* of any offers, correspondence or new information that may affect the *Debt*, directly or indirectly.
- c) The *Client* must notify *EHC* of any payment made to the *Client* directly in or towards the reduction or satisfaction of the *Debt* since the date of *Placement*.
- d) The *Client* must hold in complete confidence all non-public information given to it by *EHC*, and must not disclose it to any third party without *EHC*'s prior *Written* consent.
- e) The *Client* agrees to co-operate at all times with *EHC* and its *Agents*' instructions.
- f) From *Placement*, the *Client* agrees not to instruct any other person, firm or company in respect of the *Debt* or the *Services* without *EHC*'s prior *Written* consent. Failure to do so will entitle *EHC* to charge its *Commission Fee* on any *Recovery* made and the *Client* agrees to pay such charge upon request from *EHC*.
- g) The *Client* must comply with the obligations specified in Clauses 4(a), (b) and (c) without delay. Any failure or delay in doing so which may affect *EHC* or the *Agent*'s performance of the *Services* will entitle *EHC* to immediately terminate the *Services*.
- h) If the *Client* instructs *EHC* or the *Agents* to provide the *Services* against the advice of *EHC* or its *Agent*, the *Client* agrees to fully indemnify *EHC* for all *Costs* that arise in carrying out the *Services*.
- i) The *Client* must fully indemnify *EHC* against all loss, costs or expense incurred by *EHC* arising out of the *Client*'s breach of any of the provisions of the *Terms of Business*, including (without limitation) the cost of pursuing claims against the *Client* for any breach of any provision of the *Terms of Business* and of enforcing any judgment or order. The *Client* further agrees to fully indemnify *EHC* for expenses *EHC* incurs or may incur in acting on:
 - (i) instructions given to *EHC* by the *Client*'s officers, contractors, employees or agents which are not authorised by the *Client*; or
 - (ii) information given to *EHC* that proves to be inaccurate, incomplete or misleading.

5. SOLICITORS

- a) *EHC* has absolute discretion in the choice of the *Solicitor* to provide the *Debt Recovery Services*, and its choice is binding. *EHC* must inform the *Client* of the name and address of the *Solicitor*. The *Client* may appeal against the choice of *Solicitor* by giving *EHC* *Written* details of an alternative solicitor and explaining why it prefers to use that solicitor. *EHC* management will make a decision as to the use of the alternative solicitor and, if it rejects the *Client*'s preference, explain to the *Client* why.
- b) *EHC* must instruct the *Solicitor* to:
 - (i) place his firm/practice on any court record as acting on the *Client*'s behalf; and

- (ii) keep the *Client* and *EHC* regularly informed of steps, taken by the *Solicitor* or any third parties engaged by the *Solicitor*, in recovering the *Debt*.
- c) *EHC* agrees that the *Solicitor* owes a primary duty to the *Client*.
- d) The *Client* agrees that the *Solicitor* may deduct from any *Recovery* the *Solicitor's* costs and disbursements that are not covered by the *Legal Action Fee* before accounting to *EHC* or the *Client* for any balance. Where the *Legal Action Fee* does not apply or the *Client* has paid costs and disbursements to the *Solicitor* without assistance from *EHC*, these costs and disbursements may be recouped by the *Client* from any *Recovery*.
- e) The *Client* agrees that *EHC* may instruct the *Solicitor* to seek recovery from the *Debtor*, on the *Client's* behalf, of the actual costs incurred or likely to be incurred by the *Client*, *EHC* or the *Agents* (together, "third party costs") in the performance of the *Services*.
- f) If the *Solicitor* recovers any third party costs referred to under Clause 5(e), and *EHC* is entitled to such costs, the *Client* agrees that *EHC* has the absolute right to retain its proportion of such costs. If *Recovery* is made or paid directly to the *Client*, the *Client* agrees to pay *EHC* the third party costs (less the *Client's* costs not due to *EHC* or its *Agents*) immediately on request.
- g) The *Client* agrees to pay *EHC* on request all *Costs* incurred if, without *EHC's* consent, the *Client* instructs the *Solicitor* to take no further action in respect of a *Debt* and either:
 - (i) the *Client* fails to give a reason why such instructions were given to the *Solicitor*; or
 - (ii) the *Client* gives a reason why such instructions were given and *EHC* finds that the *Debt* was an *Excluded Debt*.

Where *Costs* payable under clause 5 (g) include *Commission Fees*, such *Commission Fees* will be calculated in accordance with the agreed percentage at *Placement* on the whole *Debt* value.

- h) Money recovered by the *Solicitor* (less any costs referred to in Clause 5(d) where applicable) will be held in the *General Account* and paid to the *Client* by *EHC* as set out under Clause 6.
- i) If during any legal action or court process an award or judgment is made against the *Client*, the *Client* agrees to fully indemnify *EHC* and the *Agent* for all *Costs* (including any third party costs) incurred and arising from the provision of the *Services*.

6. FEES AND EXPENSES

Insured Debts

- a) Subject to confirmation of the *Client's* compliance with the *Policy* and to the *Terms of Business*, *EHUK* will contribute, in accordance with the *Client's* *Policy* to:
 - (i) the *Client's* *Legal Costs* for *Debt Recovery Services* in respect of an *Insured Debt* from an *Insured Buyer* trading in the United Kingdom; and
 - (ii) a proportion of the *Client's* *Legal Costs* for *Debt Recovery*

Services in respect of an *Insured Buyer* trading outside the United Kingdom.

The obligations under 6a) (i) and (ii) do not include *Costs* incurred and arising from the *Excluded Activities* or any other exclusions in the *Policy* and/or the *Terms of Business*.

- b) The *Client* must repay all *Costs* incurred in relation to a debt that is not an *Insured Debt* or is otherwise excluded or rejected under the *Policy* as an *Insured Debt*, or an *Excluded Debt*.

Non Insured Debts

- c) The *Client* will be liable for and must fully indemnify *EHC* for all *Costs* incurred in respect of the *Services* provided outside the United Kingdom.

Insured and Non Insured Debts

- d) The *Client* must repay all costs incurred on the *Client's* behalf that relate to an *Excluded Debt*.
- e) The *Client* must pay the:
- (i) *Commission Fees* on the *Recovery* of any *Debt* or part of a *Debt* after *Placement*; and
 - (ii) (where legal action is requested), the *Legal Action Fee* (where this applies) in accordance with the relevant standard *EHC Schedule of Fees* or pricing structure in force at the date of *Placement*; and
 - (iii) any other fees set out in any relevant schedule of fees or pricing structure applicable at the time to any other *EHC* services provided to the *Client* by *EHC* at the *Client's* request.
- f) *EHC* reserves the right to vary its *Schedule of Fees*, or other pricing structure, and will endeavour to provide the *Client* with notice of such variation.
- g) Where *EHC* has agreed to or provided a legal service in respect of the *Excluded Activities* via its *Agents*, *EHC* has the right to charge *Commission Fees* on any *Recovery*.
- h) The *Client* must pay all charges raised by *EHC* within 7 days of the date of any invoice ("due date"). Failure to do so will entitle *EHC* to charge interest on all overdue sums calculated on a daily basis from the due date until the date of settlement. The interest will be at a rate equivalent to that set out by Section 6 of the Late Payments of Commercial Debts (Interest) Act 1998.
- i) Any payments due to *EHC* must be made by the *Client* in full by the due date without any set-off, deduction, retention or withholding.
- j) Where an invoice remains unpaid after the due date, if *EHC* has given the *Client* credit facilities, then *EHC* reserves the right to withdraw or to reduce that credit facility or bring forward the due date for payment.
- k) The *Client* must fully indemnify *EHC* against all costs and expenses incurred by *EHC* in recovering any overdue *Fees*.
- l) The *Client* must pay all *Costs* arising from and incurred in relation

to the *Debt Recovery Services* in handling any counterclaim or interim proceedings and the *Excluded Activities* and those costs not covered by the *Legal Action Fee*.

- m) The *Client* must pay all *Costs* incurred where judgment is awarded against the *Client* at any stage of a legal action (either before or at trial) and/or where costs have been agreed between the parties without *EHC's* prior approval, or awarded by a court against the *Client*.
- n) If, following the date of *Placement*, and without the *Written* consent of *EHC* the *Client* agrees to, or enters into, any settlement or compromise with a *Debtor* which reduces or satisfies the amount claimed from the *Debtor* (for example an agreement for the return of goods), then the *Client* must pay the *Costs* and the *Additional Fee*.
- o) Other fees and expenses due to the *Agents* are payable by the *Client* in addition to the *Fees* and must be paid regardless of the extent of any *Recovery* made by *EHC*. Unbilled or outstanding fees and expenses of *Agents* become immediately due and payable if the *Services* are terminated for any reason.
- p) The *Client* must obtain *EHC's* prior *Written* consent before agreeing to any settlement or compromise with the *Debtor*. Failure to do so will make the *Client* liable to *EHC* for all *Legal Costs* and *Fees* incurred during, or arising out of, the provision of the *Services*, and the *Additional Fee*.
- q) To avoid doubt, if in relation to any *Debt* the *Services* are terminated by:
 - (i) the *Client*, except in accordance with *EHC's* express recommendation; or
 - (ii) *EHC* in accordance with Clause 4(g),

the *Client* must pay the *Costs* and the *Handling Fee*.

In the case of *Insured Debts*, the *Handling Fee* is £200.

In the case of *Non Insured Debts*, the *Handling Fee* will be set by *EHC* and calculated on the basis of the *Fees* that the *Client* would have paid if the *Debt* had been fully recovered, taking into account the *Client's* other liabilities under these *Terms of Business*.

- r) Nothing in this Clause 6 releases the *Client* from any obligations to pay any *Fees* owed to *EHC* in the event of termination.

7. RECOVERIES

- a) All recoveries made by *EHC* or its *Agents* on behalf of a *Client* will be held in the *General Account*.
- b) *Costs* due to *EHC* by a *Client* in performing the *Services* will be either:
 - (i) deducted by *EHC* from any *Recovery* held in the *General Account*. In such a case, *EHC* will account for any remaining balance to the *Client*; or
 - (ii) paid to *EHC* separately by the *Client* upon the *Client* being invoiced by *EHC*, in which case *EHC* will account for any

Recovery held in the *General Account* to that *Client* without deductions.

- c) *EHC* may at its sole discretion at any time after giving reasonable notice:
 - (i) choose which of the two options in Clause 7(b)(i) and 7(b)(ii) will apply; and
 - (ii) be free to vary the chosen option.
- d) In respect of an *Insured Debt*, if:
 - (i) the *Client* does not pay an *EHC* invoice by the due date; or
 - (ii) the *Client* owes money to *EHUK* in respect of the *Policy* to which a *Debt* relates; or
 - (iii) the *Client* owes money to any *Group Company*

EHC may set off against money held in the *General Account* any money owed by the *Client* to *EHC* or any other *Group Company*. This includes (without limitation) any *Salvage* owed to *EHUK*.

- e) The *Client* agrees that where the set-off relates to money owed by the *Client* to *EHUK* or any other *Group Company*, then *EHC* is entitled to apply the set-off and submit any funds due to *EHUK* or another *Group Company*.
- f) If *EHC* fails to recover from any *Recovery* enough money to meet all *Costs* incurred in respect of the *Services* or any matter arising from them, then the *Client* must pay *EHC* the shortfall. The *Client* understands that if there is a shortfall after the deduction referred to under Clause 7(b) (i), it must pay *EHC* the balance of the outstanding *Costs*.
- g) If any *Recovery* remitted to *EHC* or its *Agents* by credit or debit card is subsequently dishonoured or rejected by the card issuer for whatever reason (including but not limited to the use of the genuine cardholder's details without their consent, or the fraudulent use of the card), then the *Client* must repay *EHC* the *Recovery* accounted to the *Client*. The *Client* agrees that *EHC* may set off or deduct any repayment due from monies owed to the *Client* as provided above.
- h) Where Clause 7(g) applies, *EHC* will refund the *Commission Fee* that the *Client* may have paid and/or is due to pay in respect of the *Recovery* to which the dishonoured or rejected credit or debit card payment relates.

8. TERMINATION OF SERVICES

- a) The *Client* may give *Written* notice at any time to *EHC* to terminate the *Services*.
- b) The *Client* is responsible to pay all *Costs* incurred and accruing up to and including the date of termination, and the *Client* remains liable to pay *Fees* on any *Recovery* made after the date of termination where *Debt Recovery Services* were provided in respect of the *Debt*. The *Client* must pay the *Costs* immediately when requested to *EHC* or its *Agents* (as appropriate).

- c) *EHC* may terminate these *Terms of Business* immediately without any liability if:
- (i) the *Client* has petitioned for or commits any act of bankruptcy, or is adjudged to be bankrupt (in respect of an individual), or insolvent in any jurisdiction;
 - (ii) the *Client* is the subject of any receiving or administration order;
 - (iii) the *Client* enters into any voluntary or compulsory arrangement with its creditors;
 - (iv) the *Client* ceases, or threatens to cease, to carry on business;
 - (v) *EHC* reasonably believes that any of the events referred to under (i), (ii), (iii) or (iv) above is about to occur; or
 - (vi) the *Client* fails to make any payment which falls due under this *Terms of Business*, the *Policy* or any other agreement with any *Group Company*,
 - (vii) the *Client* breaches any provision of the *Terms of Business*, the *Policy* or any material instructions of *EHC* or the *Agents*.
- d) The right of termination under Clause 8 is without prejudice to any other right or remedy available in respect of any breach under the *Terms of Business*.
- e) In the event of termination of under 8(c)(i), (ii), (iii), (iv) and (v), *EHC* remains entitled to *Commission Fees* on any *Recovery* made after the date of *Placement* of a *Debt*, where the *Client* or its representatives and agents in insolvency continue or use the *Debt Recovery Services*.

9. LIMITATION OF LIABILITY

- a) Neither *EHC* nor its employees or *Agents* represent that any information or advice given in connection with the *Services* is accurate. No statement by *EHC* or its employees or *Agents* amounts to an undertaking, term, condition, representation or warranty capable of incorporation into these *Terms of Business* or any collateral agreement.
- b) If the *Client* relies on oral or written representations given by *EHC*, its employees, or its *Agents*, then *EHC* is liable only if the representations are confirmed in writing by an *EHC* director.
- c) *EHC*, its employees or *Agents* are not liable for any direct or indirect losses or damages incurred or suffered by the *Client* whether pure economic loss, consequential loss, or otherwise, arising from the *Services*.
- d) Subject to statutory provisions, all warranties, conditions and representations (whether written or oral), or other terms implied by statute or common law are excluded to the fullest extent permissible by law.
- e) If the law does not permit the liabilities concerned to be excluded, then *EHC's* total liability for all claims arising from the *Terms of Business* is limited to an amount equal to the *Fee* payable by the

Client to *EHC* for the *Debt* for which the liability has arisen.

10. ASSIGNMENT

- a) The *Client* may not assign or transfer the *Terms of Business* in whole or in part without *EHC*'s prior *Written* consent.
- b) *EHC* may sub-contract the *Services* to any *Group Company*, third party or its *Agents*.

11. NOTICE

Written notice may be served under the *Terms of Business* at the registered office or normal place of business of the other party. Facsimiles are deemed received at the time indicated in the transmission report. Post is deemed received the next working day after the day of posting.

12. FORCE MAJEURE

It may be that the provision of the *Services* is frustrated or cannot be performed because of events beyond the control of *EHC* or the *Client*, including but not limited to acts of God, terrorism, accident, explosion, fire, transport delays, strikes and other industrial disputes, and compliance with any government laws, regulations or orders. If so, the provision of the *Services* ends and these *Terms of Business* automatically end on the date when the *Client* has paid the *Costs* incurred to that date.

13. DATA PROTECTION

Words shown in bold in this Clause have the same meaning as defined in the *DPA*.

- a) *EHC* **processes** any **personal data** ("data") in accordance with the *DPA*. Where data is given to *EHC*, it will be received on the basis that the *Client* is authorised to **process** it in compliance with the *DPA* or similar legislation. *EHC* accepts no responsibility or liability for any action or claim brought by an individual or the Office of the **Information Commissioner** where the *Client* is found to be in, or has been in, contravention of the provisions and **principles** of the *DPA* or similar legislation. The *Client* agrees to indemnify *EHC* in full for any losses *EHC* may sustain in responding to any such action or claim on the *Client*'s behalf.
- b) The data will be used by *EHC* in the provision of its *Services* and other general collection and credit management activities. *EHC* may need to share the data with others. For example, the data may be passed to legal advisers, debt recovery agents, tracing agents, credit reference agencies and other *Group Companies*, that may be located within or outside the Economic European Area.

- c) If the *Client* at any stage becomes a **data processor** for any data provided to and by *EHC*, it must:
 - (i) comply with the *DPA*;
 - (ii) follow *EHC*'s sole instructions in connection with such processing;
 - (iii) indemnify *EHC* in full and take appropriate measures, against unauthorised or unlawful **processing** of the data and against accidental loss or destruction of, or damage to, the data.
- d) The *Client* may write to *EHC* for information as it relates to the provision of the *Services*, otherwise the *Client* should seek independent legal advice on general data protection enquiries.

14. LAW AND JURISDICTION

These *Terms of Business* are subject to, and should be interpreted in accordance with, the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute arising under or in connection with these *Terms of Business* or the provision of the *Services*.

15. GENERAL

- a) No delay or failure by *EHC* in enforcing any provision of the *Terms of Business* is a waiver of that provision or any other provision.
- b) No waiver by *EHC* of any breach by the *Client* is a waiver of any subsequent breach of the same or any other provision. No waiver by *EHC* is effective unless in writing.
- c) If one or more of the provisions of the *Terms of Business* are held by a competent tribunal or authority to be invalid or unenforceable, the rest of the provisions remain valid and enforceable.
- d) The whole agreement between *EHC* and the *Client* is formed by the *Terms of Business* and the *Policy* (where applicable), any *Schedule of Fees*, pricing structure, debt *Placement* form, and future documents produced by *EHC* from time to time and which directly affect and relate to the *Services* provided by *EHC*. The agreement supersedes any prior agreements or understandings.
- e) For a variation of the *Terms of Business* to be effective, it must be in writing and signed by an *EHC* director and the *Client*.
- f) The *Client* acknowledges that it has relied solely on the *Terms of Business* and not on any other representation, warranty, statement or undertaking by *EHC*, its employees, and its professional advisers, *Agents* or *Solicitor*.
- g) The *Client* irrevocably waives any rights it may have to claim damages for any misrepresentation or breach of warranty unless it was made or done fraudulently.
- h) Nothing in the *Terms of Business* can give any third party any benefit from, or the right to enforce, these *Terms of Business*.

Definitions

“Handling Fee” means the fee payable by the *Client* to *EHC* in the circumstances described in Clause 6(p);

“Insured Buyer” has the same meaning as in the *Policy*;

“Insured Debt” means a *Debt* insured under a *Policy* and placed with *EHC* in accordance with the terms of a *Policy*;

“Legal Costs” means the *Client’s Solicitor’s* costs, court fees, disbursements and similar costs of all litigation, including defended cases, up to trial and including the *Legal Action Fees* and where applicable, third party costs described under Clause 5, but excluding tracing or enquiry agent’s fees or the costs arising from the *Excluded Activities*;

“Legal Action Fee” means the fees payable to *EHC* under Clause 6(e) as set by *EHC* and applicable at the date of *Placement*;

“Non Insured Debt” means any *Debt* or *Debts* which placed with *EHC* that are not insured under a *Policy*;

“Policy” means the *Client’s* policy of credit insurance with *EHUK*, if any;

“Placement” means the receipt by *EHC* of the *Client’s* instructions to recover a *Debt* on their behalf in return for payment of the *Fees*;

“Recovery” means any payment or other consideration to *EHC*, the *Client*, the *Agent* or any other third party on the *Client’s* behalf, by which the *Debtor* pays or otherwise discharges all or part of the *Debt*;

“Salvage” has the same meaning as in the *Policy*;

“Schedule of Fees” means the pricing structure for the provision of the *EHC Services* (detailing the *Commission Fees*, *Legal Action Fees*, and any other *EHC* charges) applicable at date of *Placement* and which may be varied from time to time pursuant to Clause 6(f);

“Services” means all the work and services performed by, or at the direction of, *EHC*, its associates, servants and agents in relation to the *Debt Recovery Services*, and any other services that *EHC* may provide from time to time which do not relate to *Debt Recovery Services*;

“Solicitor” means a solicitor of the Supreme Court of England & Wales as defined in the Solicitors’ Accounts Rules 1998 and complying with the requirements of Section 1 of the Solicitors Act 1974, which requires that the solicitor (a) is qualified to act as a solicitor, (b) has been admitted to, and his name appears on the Roll of, the Law Society, and (c) has in force a certificate issued by the Law Society authorising him to practice as a solicitor. In respect of foreign jurisdictions, a solicitor will be any attorney having the equivalent meaning and obligations as set out in this definition;

“Terms of Business” means these terms and conditions, which set out the agreement between *EHC* and the *Client* governing the provision of the *Services*, and any relevant *Schedule of Fees* or other pricing structure;

“Written” means communication in writing and sent by facsimile, ordinary first-class mail or electronic mail.

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