

Terms and Conditions
CCRA Business Services Ltd T/A Late Payment Letter

1. Service provider

a) We (The Client) hereby instruct CCRA Business Services LTD T/A Late Payment Letter (“LPL”) to commence immediate debt recovery on our behalf. b) We agree that the letter/email service (“the Services”) will be provided by LPL on the basis of these terms and conditions and that additional orders referred to LPL will also be subject to these terms and conditions. The use of the website to order letters/emails and reports is under these terms and conditions.

2. The Service

a) LPL offer an email and Letter Before Action service these are ordered and paid for via the website. We provide an online debt collection letter generation and delivery service. Allowing you to create and send debt collection letters from (“LPL”) via our website saving time and money and improving your cash flow.

b) Letters and emails are a fixed cost paid on checkout, with a reduction for more than 5 and a further reduction for more than 10 for bulk orders you must contact us for a quote for a monthly fee based on volumes.

c) Before purchasing a letter, it is particularly important that all the company information you provide is valid. You should therefore ensure that the information you submit is accurate and complete with the correct legal entity of your debtor. We are unable to check this information for you and if the information supplied by you is not correct this may invalidate your letter, if you proceed to court action.

d) You should also check that your details have been input on the order correctly.

e) You are only permitted to use our website if you are using it for commercial use to Limited Companies, Sole Traders and LLP’s. The raising of letters to private individual(s) is strictly prohibited, and we reserve the right to take steps - including legal action - against any person or company who uses our website or services for personal use or in any other unauthorised manner. Unauthorised use includes (but is not limited to) breach of copyright, generating unwarranted letters, letters private individuals.

f) LPL reserves the right to refuse and to terminate the collection process at any time, without explanation and without incurring any liability.

c) LPL acts as the client’s agent. d) LPL will provide the Services through the use of its own personnel or through the use of a servant or agent of the company including without limitation, any lawyer appointed (“the agent”) for the purpose of carrying out the Services.

3. Fees & Charges

a) Fees for the letter and email service are paid at the time of instruction unless a credit account is opened for bulk instructions.

b) All other fees, for services, report and legal action will be invoiced by LCL on instruction and become payable immediately. All invoices other than court fees are subject to VAT.

4. Obligations of the client and LPL.

a) The Client warrants that any accounts it refers to LPL are true and valid.

The client is not permitted to do anything that may affect the security of our website, or any information or material stored within it.

LPL are unable to guarantee you a payment from your customer in response to the letter/email.

Please note that nothing contained in our website or the material published on it is intended to amount to advice on which you should rely

LPL are not responsible for any losses that you may suffer because the information you put into our website is inaccurate or incomplete

or any errors in or omissions from our website;

b) Where applicable the client agrees to notify LPL of any payments, offers or correspondence that are received directly from the debtor immediately.

- c) Where applicable, disbursements i.e. court fees, tracing fees etc. are the responsibility of the client. LPL shall have the right to deduct fees and commission from monies collected for its own account or for its agent.
- e) The client agrees that any information provided for the issue of a Claim Form or other legal document to be prepared by LPL or its agent will be correct and accurate and that LPL will not be liable or responsible whatsoever for any errors, omissions or action taken against the client as a result of any proceedings.
- f) LPL will not commence any legal proceedings or enforcement actions without prior consent from the client.
- g) The signatory or person or organisation that submits any debt collection instruction or any other request for services declares that they have proper authority to do so and will be liable for any fee or other as a result of that submission.
- h) Documents sent or passed to LPL are sent at the sender's own risk. LPL does not accept responsibility for any documents or materials received from any source. LPL reserves the right to dispose of any documents still in its possession three months from date of receipt. Please refer to our Data Privacy Policy available on our web site.
- i) Any information supplied by LPL is to be treated as indicative only and the client agrees any information supplied in respect of any credit reference, trace enquiry, company report etc is to be treated in the strictest confidence and must not be divulged to any third party/parties or outside source whatsoever.
- j) Except in the case of death or personal injury caused by LPL's negligence, or as expressly provided in these terms, LPL shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or term, for any loss of profit or for any indirect, special or consequential loss or other claims (whether caused by LPL's negligence or the negligence of its agent or otherwise) arising out of the provision of the services. The entire liability of LPL under or in connection with the Agreement shall not exceed the amount of the Fee charged.

5. Jurisdiction

- a) English law shall apply to this and any other contract between the client and LPL and the parties submit to the non-exclusive jurisdiction of the English courts.

6. Variation

- a) LPL reserves the right to alter, cancel, reject, and withdraw any of its services or terms at any time without penalty or compensation and without explanation.

7. Confidentiality

- a) The terms of the contract between the client and LPL shall be kept strictly confidential at all times. b) Details of individuals and cases will be kept confidential at all times and will be subject to the provisions of the Data Protection Act 1998. Please refer to our Data Privacy Policy on our web site for further details. c) LPL will use and protect your personal information and any information passed to us on behalf of matters you are referring to us, such as name and addresses, in accordance with the LPL Privacy Statement, the contents of which are incorporated by reference into these Terms.