



Anderson Strachan Limited - Terms & Conditions of Business

Provision of Debt Collection Services

1. Anderson Strachan Ltd (*known as the Agency in these Terms & Conditions of Business*) are a firm of debt collection specialists based in Scotland specialising in the overdue account recovery of commercial and non-regulated consumer debts across the UK, Eire & Worldwide. Anderson Strachan Ltd operate under the General Data Protection Regulation on behalf of their Client as the data processor with the Client being the data controller and similarly on instructing a third-party processor will remain a data processor.
2. The Agency operates under the guidelines of the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679). The Agency reserves the right to make reasonable changes to our Terms & Conditions of Business in compliance with any legislative amendments.
3. Debt Collection Services are defined as the management and action of outstanding balances, where the purpose is to collect the outstanding amounts due to our Client by their Customer, the data subject.
4. By registering or placing an account for collection, it is deemed that you have read and adhere to our Terms and Conditions of Business and the applicable fee rate confirmed at the outset or accompanied by our standard fee scale. Whilst every effort is made by the Agency to recover outstanding monies on behalf of the Client, no guarantee can be made that such money will be recovered.
5. Once a debt is submitted to the Agency by the Client, by whatever means, electronically or otherwise, the Agency is authorised to collect money on behalf of the Client (Data Controller). This is a binding contract between the Agency and the Client (Data Controller), and these Terms and Conditions of Business are to be complied with, in all stages of the collection process. The Client (Data Controller) is solely responsible for the accuracy and correctness of information provided on any new instruction. The Agency will attempt to recover within a reasonable and timely manner.
6. The Client (Data Controller) must inform the Agency of any disputes raised by the data subject prior to the Agency's appointment and give assurances that these have been resolved and the Client (Data Controller) is confident that the debt is due in full. Should any disputes arise during the pursuit of the debt and the case be withdrawn the fee confirmed at the outset will be charged.
7. If the Client (Data Controller) receives communication from the debtor after the debt is passed to the Agency, the Client (Data Controller) must inform the Agency immediately. If any payments are received directly to the Client (Data Controller), the Agency must be informed immediately so that the Agency does not pursue the debtor unnecessarily. If the Agency pursues a debt unnecessarily, the Client (Data Controller) will be charged the collection fee agreed at the outset.
8. When all efforts have been exhausted, we will appoint third party representatives to continue in the collection of the debt through further proceedings. Third party agents will not be instructed without written consent from our Client (Data Controller). Accounts paid through further proceedings will be subject to the commission fee confirmed at the outset of instructing Anderson Strachan Ltd.
9. Clients (Data Controller) are prohibited from using our company name on all pre-debt collection letters and emails prior to the appointment of our firm. Any Client who uses our company name in correspondence with debtors without our permission to do so, will be liable to pay us a fee of £100 for doing so.
10. The Agency reserve the right to decline any debt passed for collection.
11. Should the case against the data subject be referred for additional auxiliary services or Court Action the Client (Data Controller) will be liable for all costs incurred.
12. We will endeavor to recover any late payment interest, late payment charges or Government Late Payment of Commercial Debts (Interest) Act 1998 stipulated interest or debt compensation charge on behalf of our Clients (Data Controller) under their Terms & Conditions of Business.

Payment, Withdrawal or Termination of a Debt

13. Once the Agency has been instructed, on acquiring settlement/part-payment/contra agreed/previous payment identified or payment in full all accounts are subject to our collection fee confirmed at the outset, whether the monies get paid directly to the Client (Data Controller) or paid to the Agency.
14. Monies paid directly to Anderson Strachan Ltd Clients Account will be remitted on clearance. Anderson Strachan Ltd will deduct any outstanding commission from monies held.
15. The Agency reserves the right to accept settlement of debts by instalments on authorisation by our Client (Data Controller).
16. If the debt is withdrawn by the Client (Data Controller), prior to the Agency recommending termination of the action, this will be subject to our collection fee agreed at the outset, as if the debt was collected in its

entirety. If the Client (Data Controller) fails to provide adequate information or instruction to the Agency, the case will be closed, and this will be subject to our collection fee as agreed at the outset, if the debt was collected in its entirety.

17. Where goods or services are subsequently returned to the Client (Data Controller) and/or the balance is written off by way of a credit by the Client (Data Controller), the Agency reserves the right to charge the collection fee as agreed at the outset, as if this had been collected in its entirety.
18. Where the client (Data Controller) receives the first instalment, of an agreed repayment instalment plan, we will close over our file and issue our fee note in full. This is the full fee that was agreed at the start of the collection instruction.
19. The Agency is authorised to accept full and final settlements, as per the Clients (Data Controller) instruction, where both the Agency and the Client (Data Controller) believe this to be in the Clients (Data Controller) best interest and subject to our collection fee agreed at the outset.
20. During the collection process, should the debtor be identified as being in liquidation/sequestered/bankrupt before or during our appointment an administration charge of £90.00 + vat will be charged to the Client (Data Controller).

Payment Terms

21. Our Invoices will be due for settlement within 7 days from the date of invoice. Overdue invoices will be subject to a charge of 10% per month. In addition to this, the Agency reserves the right to charge all fees and disbursements incurred via third party intervention to aid the recovery of monies outstanding to the Agency.
22. All invoices for the services provided are subject to VAT with the exception of our International Clients.

Confidentiality

23. We are aware of the importance of the confidentiality of information. The information provided by our Client (Data Controller) will be used for the purpose of performing its rights and obligations under these Terms & Conditions of Business. Information may be disclosed to a third party to assist in the collection of an outstanding account.

Liability

24. Neither the Client (Data Controller) or the Agency shall be liable to the other in respect of any loss, damage or liability arising out of or in connection with the Terms & Conditions of Business whether in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
 - a. any indirect or consequential loss or damage;
 - b. any economic loss, loss of use, revenue, profits, contracts or business whether direct or indirect;
 - c. any special or punitive loss or damages;
 - d. any loss of goodwill or reputation; or
 - e. the loss of any anticipated savings

Obligations of the Client

25. The Client (Data Controller) must provide, in a timely manner, such documents and or information as the Agency may reasonably require to substantiate/progress with a debt. Provide the Agency with access to appropriate members of Clients (Data Controller) staff as reasonably requested by the Agency in order for the Agency to provide the services. The Client (Data Controller) agrees to notify the Agency, as soon as reasonably practicable, and in any event within 24 hours of any payments received from the Data Subject (or by a third party on behalf of the Data Subject) or of any correspondence relating to a Customer Account received by the Client.
26. The Client warrants that the Data Subject details provided to the Agency in relation to the provision of the Services are accurate, legible and complete in every respect that the Data Subjects name, address and contact details have been verified and the debt due is valid for payment to the Client (Data Controller).

Compliance with Laws and Policies

27. In performing its obligations under the agreement, the Client shall comply with:
 - General Data Protection Regulation ((EU) 2016/679)
 - Data Protection Act 1998

Waiver

28. Failure or neglect by the Client or Agency to enforce at any time any of the provisions hereof shall not be construed as nor shall be deemed to be a waiver of their rights hereunder nor in any way affect the validity of the whole or any parts of the Terms & Conditions of Business nor prejudice that Party's rights to take subsequent action.

Severability

29. If and to the extent that any of the sections of these Terms & Conditions of Business shall be determined to be invalid, unlawful or unenforceable, such term or condition shall to that extent be severed from the remaining Terms and Conditions of Business which shall continue to be valid to the fullest extent permitted by law.

Force Majeure

30. The term 'force majeure' shall include, but is not limited to, such causes beyond the control of and without the fault or negligence of the relevant party occasioned by acts of God, fire, floods, strikes, lock-outs, labour disputes, civil commotion, riots, acts of war and acts of local government and parliamentary authority. Any failure to perform by a third party employed by the Agency in accordance Section 30 shall not be a force majeure for the Agency unless the third party is itself subject to a force majeure.
31. If either the Client or Agency is totally or partially prevented or delayed in the performance of any of its obligations under or pursuant to this Agreement by a Force Majeure Event and if that Party gives notice as soon as reasonable practicable to the other Party specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give, thereof and specifying the period for which it is reasonably estimated that such prevention or delay will continue, the Party so prevented or delayed shall, be excused such performance as from the date of the happening of the Force Majeure Event for so long as such Force Majeure Event shall continue.

Data Protection

32. Both the Agency and Client (Data Controller) shall comply with all applicable requirements of the Data Protection Legislation. This section is in addition to, and does not relieve, remove or replace, their obligations under the Data Protection Legislation.
33. The Agency and Client (Data Controller) agree that, for the purposes of the Data Protection Legislation and these Terms & Conditions of Business in respect of the Data Subject's Personal Data, the Client shall be a Data Controller and the Agency shall be a Data Processor of the Client. Section 33 of these Terms & Conditions of Business sets out the scope, nature and purpose of processing by the Agency, the duration of the processing and the types of Personal Data and categories of Data Subject.
34. The Client will ensure that it has all followed the General Data Protection Regulation (GDPR) and all notices have been provided before the lawful transfer of the Data Subject Personal Data to the Agency for the purposes of debt collection. The Agency shall process the Data Subject's Personal Data for the purposes of performing its obligations under these Terms and Conditions of Business in connection with debt collection and tracing services.

Subject Access Request

35. The Agency shall, in relation to any Data Subject Personal Data processed by the Agency in connection with these Terms & Conditions of Business, co-operate with and assist the Client (Data Controller), as far as is reasonable and at the Client's cost, in responding to and complying with any request from a Data Subject.
36. The Agency shall promptly notify the Client if it receives any request from a Data Subject and shall ensure that it does not respond to that request except on the documented instructions of the Client (Data Controller) or as required by Applicable Laws in which case the Agency shall to extent permitted by the Applicable Laws inform the Client (Data Controller) of that legal requirement before the Agency responds to the request.

These Terms & Conditions of Business and any dispute or claim arising out of, or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Scotland.