



PROCESS SERVING TERMS AND CONDITIONS

You' or 'Your' or similar words relate to the client. 'We' or 'Us' or similar words relate to JW Collection Services. Where the client consists of two or more persons or companies, 'you' or similar words refer to any one of you as well as both or all of you and each of you are responsible separately as well as together for carrying out this agreement.

Our terms and conditions can only be varied by us agreeing to this in writing. These terms and conditions will supersede any terms or conditions stipulated by you in any communication to us and will supersede any prior representations made by us including written, oral or other.

We will provide the intended service as allowed by English Law through the use of our own personnel or through the use of a servant or agent of the company including without limitation any person or company we appoint to assist us ("agent").

You must make us aware of any time limits or deadlines relating to your instructions. Whilst every effort is made to ensure your instructions are completed on time we cannot guarantee this is always possible and we accept no liability whatsoever for being unable to complete an instruction on time.

All instructions are accepted by us on the understanding that we are being instructed by you, whether you are instructing us on behalf of your client or not and that you will be liable for all our fees and charges and disbursements for carrying out the services you have requested.

We reserve the right to refuse any instruction and to terminate the service at any time without any liability to us whatsoever.

Where payment is made on account we reserve the right to wait until your payment has cleared before we commence any work for you.

We reserve the right to dispose of any documents we are holding after 3 months of us closing file.

We will not be responsible or liable for the loss or destruction of any document in our possession or that is in transit and is beyond our control. We suggest where possible you only forward copy documentation to us.

You agree to provide 48 hours notice of any cancellation of instructions where we have booked or reserved time with our Process Server or agent. We reserve the right to charge our fee for late cancellation.

Fees Charges and Disbursements

When necessary Purchase Orders should be provided at the time of your instructions.

We will invoice you upon completion of work however we may ask you for a payment on account. Where a payment on account is made any overpayment will be refunded to you 7 days from the date of our final invoice.

All fees charged by us will be at our standard price list rate unless otherwise agreed by us in writing and will be payable by you immediately we undertake any work for you.

Our payments terms are 14 days unless otherwise agreed by us in writing. A Payment due date is indicated at the bottom of all of our invoices. Payment must be made by you in accordance with our payment terms and you should obtain a payment on account from your client when needed.

If the matter is Legally Aided then we will extend our payment terms to between 4-6 weeks to allow you to obtain payment. You must ensure that we receive payment no later than 8 weeks from the date of invoice.

If we pay or intend to pay a disbursement on your behalf then we may ask you for payment of this amount on account or at our discretion we may add this fee to our invoice on completion of work.

If you email us documents to charge you agree that we will be entitled to charge you a reasonable fee for printing those documents.

Invoice queries must be raised by you within 14 days from the date of invoice otherwise it shall be deemed as the invoice having been accepted.

No refund will be given when we have commenced work or provided any service on your behalf.

Late Payments

Invoices not paid within our payment terms may be subject to Late Payment Fees as given below.

If you are a firm or company including a sole trader or partnership without limitation we reserve the right to charge you Late Payment Fee in accordance The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the European Directive 2000/35/EC.

If you do not fall under the scope of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the European Directive 2000/35/EC then you agree that we will be able to charge you a Late Payment Fee equal to an amount that would have been charged by us if you were a company or firm as allowed under The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the European Directive 2000/35/EC.

If you are a Private Client (an Individual) then we will charge you a Late Payment Fee equal to an amount that would have been charged by us if you were a company or firm as allowed under The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the European Directive 2000/35/EC.

Confidentiality and Data Protection

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 and will not be disclosed unless required by law.

Any information supplied by us is to be treated as indicative only and you agree that any information supplied in respect of any credit reference, trace enquiry, report etc is to be treated in the strictest confidence and will not be used as evidence or disclosed unless agreed by us in writing.

You agree that you will not disclose, act on, or use any information supplied by us that would breach any law, order or regulation that you know of or ought to have known of.

Law

These terms & conditions shall be governed by English Law and any dispute arising out of or in connection with the same shall be determined by the English Courts.

THIS WEBSITE IS MADE AVAILABLE FOR PUBLIC VIEWING ON THE BASIS THAT JW COLLECTION SERVICES EXCLUDES TO THE FULLEST EXTENT LAWFULLY PERMITTED ALL LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF THE USE OF THIS WEBSITE OR RELIANCE UPON THE CONTENT OF THIS WEBSITE. JW Collection Services does not exclude our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.