



Debt Recovery Instruction – Purchase Order

Please ensure ALL boxes are completed in full

Name of Debtor
(and company
number where
applicable):
Address:

Telephone: Email:

Sum O/S Your Ref

Debt Originally
Due By: No. Invoice O/S

Attached Info: Statement of Arrears Invoices Additional Supportive Info.

Interest to be
Added as per
TOB / Lease Do you require: Pre-Sue Report: Yes No
Credit Report: Yes No

Does the Lease / Terms of Business allow for Collections fees to be added to the debt: YES / NO
If so please provide us with a FULL copy of the Lease / Terms of Business

Customer/Creditor Information:

Name of Customer:

Address:

Telephone Number:

Email Address:

Fees: By signing this Purchase Order you agree to Strikes Bailiffs' terms and conditions as set out in this Purchase Order (including the additional terms and conditions overleaf) and also to Strikes Bailiffs' standard terms and conditions on our webiste. In the event of inconsistency between Strikes' standard terms and conditions and any additional terms and conditions set out in this Purchase Order, the terms of this Purchase Order shall prevail.

You warrant that you have the authority to bind the Customer to this Purchase Order. You agree to inform Strikes if you receive any payments or communications directly from the Debtor.



Name of Authoriser

Position:

Signature:

Dated:

Payment Details
For monies
Recovered:

Bank:

s/c:

a/c

By instructing and signing this form you agree that we may share this information with our partner agencies to facilitate the collection of this debt.

Additional Terms & Conditions of Debt Recovery – Defended & Non-Defended Instructions.

1) General :

- 1.1 Defined Terms used in these Additional Terms and Conditions shall have the same meaning given to them in the Supplier's Standard Terms and Conditions as attached to this Purchase Order.
- 1.2 You agree that we may share this information to the full extent lawfully permitted on the basis you have consented, for the purpose of recovering the debt.

2) Fees :

- 2.1 The Supplier will undertake all debt collection instructions on a No Collection – No Fee basis subject to clause 2.8 below.
- 2.2 Any payment plan that is agreed by the Customer and the Debtor that exceeds a 90 day period will incur an additional 5% 'money management' fee payable by the Customer to cover banking, audit and administration costs
- 2.3 For the avoidance of doubt, the Supplier has no contractual agreement with the Debtor and the Customer is fully liable for the Charges, together with VAT and any expenses reasonably incurred by the Supplier in the performance of the services (including, but not limited to, travelling expenses, statutory fees, legal fees, court fees) as set out in clause 6 of the Supplier's standard terms and conditions.
- 2.5 The Supplier has no authority to pursue the Debtor for the Charges and cannot rely upon the Late Payment of Commercial Debt Act, except as agent for the Customer. The Customer remains liable for all charges.
- 2.6 The Supplier can off set some or all of the Charges from sums received from the Debtor in accordance with clause 6.4 of the Supplier's standard terms and conditions.
- 2.7 In the event the Debtor settles the debt, less the Charges for recovery, the Supplier may, at their discretion and in agreement with the Customer, undertake to attempt collection without additional cost to the Customer.
- 2.8 In the event of the customer withdrawing the instruction after work has begun, agreeing a payment plan or settlement of the debt directly with the Debtor, the supplier reserves the right to charge a fee for any time and administration costs based our usual hourly rates plus VAT, or the amount as per our Terms and Notice, whichever is the greater.

3) Advice :

- 3.1 Any advice given by the Supplier, or its employees, is based upon experience, and past cases. Advice relates strictly to the provision of Services given by the Supplier and cannot be relied on by anybody who is not the direct Customer.
- 3.2 The Supplier does not agree to advise in any way as to whether enforcement in accordance with these instructions is lawful and the Customer must rely on its own independent legal advice.
- 3.3 The Supplier is entitled to rely on any information provided by the Customer. If any of that information is inaccurate or unclear, any losses arising are the sole liability of the Customer and fees will still be payable for the work done, even if that work is based on an error or lack of clarity in the information provided.

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