

# Terms & Conditions

## Terms Of Business

### 1. General

- (a) Cases are handled by the ARC Collections Operations Team in our Derbyshire office
- (b) The Operations Team will confirm case details and send an invoice for the services by post and email, if an email address is supplied.
- (c) ARC Collections keeps landlords up to date on the progress of their cases. Sometimes with litigation, delay is unavoidable. If there is a delay, we will tell you what the delay is.
- (d) If you have any questions about your case, email [info@arc-colls.co.uk](mailto:info@arc-colls.co.uk). Please quote your case reference number.

### 2. Progressing Your Matter

- (a) We will always try to bring the matter to a successful and satisfactory conclusion.
- (b) We will advise you of the amount of time it will take to progress your matter and advise you of all key events in writing.
- (c) You can rest assured of our best attention at all times, but should you have any complaint about our service, please write to The Operations Director. If you are not satisfied with the outcome, then write to our Managing Partner, Paul Edser.

### 3. Confidentiality

ARC Collections keeps clients' affairs confidential and will only enter conversations and correspondence with landlords who are named on a specific case and the solicitors and advocate acting on their behalf.

### 4. Client Care

The ARC Collections office system requires staff to meet certain standards with regard to client care.

Standards include:

- Clients should receive copies of all substantive correspondence.
- Efforts must be made to return client phone calls within 2 hours
- Efforts must be made to deal with correspondence in a timely manner.
- Letters should be written in plain English.

There are other standards but these are the main ones that affect your dealings with us. Please remind us if you feel we are not keeping to them. In return we ask you to respond to our requests promptly.

## **5. Charges**

- (a) All our fees are fixed and all-inclusive for undefended (most) cases. They may change occasionally and are shown clearly on our website. When a claim is successful, the Court usually orders the tenant to pay some of your legal costs.
- (b) Fees are not all-inclusive.
- (c) Where a case is defended it is impossible for us to fix a fee for these cases, because these cases are open-ended. If your case becomes a defended one, our dedicated solicitor will continue at, what we consider to be, favourable hourly rates or you can move the case, at no charge, to a solicitor of your choice.
- (d) All Fixed Fee Services relate to Eviction Services only. Any other instructed service is charged at the rate of £250 per hour, with no commission payable. Our hourly fees will be deducted, in the first instance, from any amounts collected from the Debtor and any balance shall be forwarded to our Client on receipt of cleared funds.
- (e) All Enforcement Services relating to the collection of County Court Judgments, shall incur a commission fee of 30% of whatever is collected by Enforcement Officers, nett of the Enforcement Officers fees.

## **6. Termination Of Services**

- (a) You may end your instructions to us in writing at any time but we may keep your documents while there is money owed to us. We will move the case, at no charge to a solicitor of your choice.
- (b) If, after paying for Step 1, you later decide to terminate the case and a notice has not yet been drawn up you will receive a 50% refund. However, if a notice has been drawn up, you will receive no refund.
- (c) If after paying for Step 1, you do not submit the necessary paperwork and information within 21 days of us requesting them, you will forfeit all the Step 1 fee.
- (d) If after you send us the case, you later decide to terminate the case we will refund you 50% of the Step 2 fees, as long as the case has not been passed to our in house Solicitors. We retain the remainder to cover administrative costs. However, if the solicitor has already applied to the Court (issued the documents) you will receive no refund.
- (e) If after paying for Step 2, you do not submit the necessary paperwork and information within 21 days of us requesting them, we may choose to stop acting for you. We will give you reasonable notice that we intend to stop acting for you and will refund you 50% of the Step 2 fees. We retain the remainder to cover administrative costs.
- (f) If we are unsuccessful in an action because of an error due to incorrect information you supplied, you will forfeit your fees.
- (g) Any correspondence you want to make to information you have previously supplied must be made in writing, prior to us using the previously supplied incorrect information. If we have already used the previously supplied information you may be required to start the entire or part of the process again and so forfeit any fees already paid.
- (h) Any refunds take up to 28 days to process.
- (i) With regards to Debt Collection cases, if information is requested by us, regarding the case and the requested information is not forwarded to us within 21 days of request, the case will be closed and a fee of 5% of the total debt shall be payable to us, with immediate effect.
- (j) If a Debt Collection case we are working on is passed on to another Debt Collection

Agency, you are required to give us 14 days notice of your intentions, prior to passing it on to another Agency. If this notice period is not given, the sum of 10% of the outstanding debt will be payable to us, with immediate effect.

## **7. Data Protection**

The Data Protection Act requires us to tell you that your particulars are held on our database. We may from time to time use these to send you information we think might be of interest to you.

## **8. Storage**

After completing a case, we need to keep a file stored for 6 years. Files will be safely destroyed after 6 years. To retrieve your file from storage, the fee is £50.

## **9. Other Matters**

- (a) If you require clarification on any points in these Terms of Business please contact the case handler dealing with your matter.
- (b) The law governing any dispute from these Terms of Business shall be the laws of England.

## **10. Contact**

ARC Collections  
PO Box 7864  
Ashbourne  
DE6 9BY  
01335 216167  
[info@arc-colls.co.uk](mailto:info@arc-colls.co.uk)

Please quote your case reference number, it helps us to respond promptly.

Helpful suggestions, corrections or comments are welcome.