

TERMS & CONDITIONS

BROOKES BATES PARTNERSHIP

(hereinafter referred to as Brookes Bates) agree to provide the Client with Debt Collection and/or Information Reporting Services. The acceptance of instructions by Brookes Bates from the Client shall be considered as acceptance of these Terms & Conditions of Service. Brookes Bates undertake to provide a copy of these Terms & Conditions of Service to all Clients.

These Terms & Conditions of Service override any previous agreement between Brookes Bates and the Client.

DEBT COLLECTION

The Client shall agree to pay any commission charges for any accounts referred to Brookes Bates and subsequently paid from the date of referral of the account to Brookes Bates and on all payments received after this date. Any work undertaken by the client and third parties shall not affect the client's liability to pay Brookes Bates fees.

All charges are exclusive of V.A.T.

Debt collection services provided by Brookes Bates under these Terms & Conditions of Service will only apply to transactions outside the regulations of the Consumer Credit Act.

Brookes Bates reserve the right to withdraw or discontinue collection activities at any time, or to refuse to undertake any new collection activity by giving written notice to the Client. Termination of service in this matter will not prejudice the right to be paid for any commission or costs incurred up to the date of such termination.

In the event that the Client is prepared to accept goods or services in lieu of payment of a debt, or receives payment via the debtor's insurers, Brookes Bates

retain the right to charge the Client for the value of the goods, services or monies received, at the previously agreed commission rate.

In the event that the Client wishes to withdraw an account from Brookes Bates prior to our recommendation that activities should cease, this intention should be made in writing. Brookes Bates reserve the right to charge for collection of the account when the account is settled.

However, Brookes Bates would not charge its fees if the case has been withdrawn before Brookes Bates have secured a scheduled payment promise from the debtor.

APPOINTMENT OF LAWYERS AND AGENTS

In the event that the Client instructs Brookes Bates to employ lawyers and/or agents we reserve the right to charge for these services in addition to the previously agreed commission charge.

COURT PROCEEDINGS

In the event that the Client instructs Brookes Bates to take legal proceedings this will be chargeable in addition to the previously agreed commission charge.

INFORMATION REPORTS

Brookes Bates will undertake upon the Client's instructions to provide Commercial Information Reports on any Limited Company, Corporation, Partnership or individual conducting a business at the time of instructions.

Brookes Bates cannot accept legal responsibility for any of the contents of the reports, or accept legal responsibility for errors or omissions in the contents of reports. Brookes Bates undertake to exercise every reasonable care in preparation of any report. Sources of information are never disclosed to Clients or Subjects.

The Client agrees to retain and treat the information supplied within each report as confidential and not to pass this information on to anyone other than employees of its own firm or company who would have direct need for such information in order that they be able to discharge their duties in a right and proper manner as required by that firm or company.

LIABILITY

Brookes Bates shall not be liable for any losses incurred by the acts or omissions of agents or lawyers appointed at the request of the Client by Brookes Bates arising from circumstances of any kind beyond the direct control of Brookes Bates.

Brookes Bates shall not be liable for any consequential losses by the Client.

The time for Brookes Bates to perform any obligation undertaken by acceptance of the Client's instruction shall not be the essence of the agreement.

The Client will at all times be liable for any fees incurred by agents or lawyers appointed by Brookes Bates on behalf and with the consent of the Client.

PAYMENT TERMS

The Client will agree to pay Brookes Bates on demand and note that late payment will result in suspension of services. The time for payment by the Client is of the essence of the agreement.

Brookes Bates will terminate all collection activity should a Client's account become overdue for payment.

JURISDICTION

All contracts are made in England and are subject to the non-exclusive Jurisdiction of the English Courts.

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Limited Liability Partnership OC328571 Members of the Credit Services Association Partnership Established 1987