

1. DEFINITIONS

In these Terms and Conditions (“the Agreement”), the following words and expressions shall have the following meanings and apply to the Service provided by StatClaim, a trading style of Statutory Claim Online Limited company registration number 12083784 and whose registered office is situated at 144 Central Street, London EC1V 8AX as set out below:

- 1.1 Agent** means a third party appointed by StatClaim to assist with the collection of a debt(s) on behalf of the Client, such as a Solicitor, Process Server, Tracing Agent, Enquiry Agent, or some other individual, company or organisation that StatClaim considers appropriate to employ or instruct on behalf itself or the Client;
- 1.2 Client** means the corporate entity that instructs StatClaim on the terms set out in this Agreement;
- 1.3 Compensation** means the amount due to the Client for each Invoice as supplied to StatClaim by the Client, in respect of The Late Payment of Commercial Debts (Interest) Act 1998 (“the ACT”) to include debt recovery fees, statutory interest and other reasonable fees as determined by the Act;
- 1.4 Debtor** means a customer of the Client who owes money to the Client pursuant to the terms of the Act;
- 1.5 Effective Date** shall mean the date an Instruction is submitted to Stat Claim by any means, including (but not limited to), the date an Instruction and/or Invoice(s) is submitted/uploaded to www.statutoryclaimonline.uk or other web site operated by Stat Claim, by e-mail or any other electronic means;
- 1.6 Fee** means the fee StatClaim charges for its Service, expressed as a fixed amount (on a per Invoice basis) for the Compensation recovered by Stat Claim as set out in Clause 9;
- 1.7 Instruction** means a request to recover Compensation as submitted to Stat Claim in writing by any means, whether or not it correctly identifies the amount or the Debtor. For the avoidance of doubt, the Client’s failure to correctly identify the Debtor shall not render an Instruction void;
- 1.8 Invoice** means an individual Invoice or a demand for payment from the Client to a third party which is subsequently provided to StatClaim to provide its Service.
- 1.9 Privacy Policy** Is found at statutoryclaimonline.uk/privacy-policy/
- 1.10 Service** means the service that StatClaim agrees to provide to the Client;

2. INTERPRETATION

- 2.1** Headings are for ease of reference and shall not affect the construction or interpretation of these Clauses;
- 2.2** Words in the singular shall include the plural and vice versa.

3. ENTIRE AGREEMENT

- 3.1 These Terms and Conditions shall apply to all Instructions received from the Client and shall constitute the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 3.2 Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 3.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 3.4 By placing an Instruction with StatClaim pursuant to Clause 6.1, the Client accepts in full these Terms and Conditions. In the event of any conflict between these Terms and Conditions and the Instructions, these Terms and Conditions shall prevail.
- 3.5 Nothing in this Clause shall limit or exclude any liability for fraud.

4. OBLIGATIONS OF STAT CLAIM

- 4.1 Stat Claim agrees to:
 - 4.1.1 deliver the Service in accordance with these Terms and Conditions and GDPR as detailed in our Privacy Policy;
 - 4.1.2 forward monies received from the Debtor on behalf of the Client less the Fee and Set Off (if any), payment of such shall be pursuant to Clause 9;
 - 4.1.3 limit its Fees pursuant to Clause 9; in any event the maximum Fee payable to StatClaim by the Client will be £39 + VAT (if applicable) for each Invoice; and
 - 4.1.4 exercise discretion, reasonable care and skill whilst carrying out its Service.
- 4.2 StatClaim and/or its Agents will carry out the work required to recover the Compensation during normal working hours and within a reasonable time.
- 4.3 Stat Claim accepts no responsibility for the failure to collect Compensation.
- 4.4 Where monies have been received by StatClaim that are due to the Client, StatClaim shall transfer such funds to the client after set off (if any) and pursuant to clause 9.

5. OBLIGATIONS OF THE CLIENT

5.1 The Client:

- 5.1.1 permits StatClaim (if required) to have reasonable access to details of their Debtor records and provide such reasonable assistance as requested by StatClaim to enable them to fulfil their obligations under this Agreement;
- 5.1.2 agrees that the person who provides the Instruction to StatClaim on behalf of the Client is duly authorised to do so and agree to be liable for any Fee (if any) as a result of that submission;
- 5.1.3 warrants that by uploading/supplying the Invoices to StatClaim, the Instruction falls within the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 and there are no conflicting terms within its own terms and conditions in respect of each Invoice;
- 5.1.4 authorises StatClaim to instruct an Agent (if necessary and at no cost to the Client) and to disclose any documents and information StatClaim holds regarding the Invoice to the appointed Agent. The instruction of such Agent shall be without prejudice to StatClaim's right to the Fee. Notwithstanding the above, it is agreed that any Agent instructed by StatClaim will act for StatClaim. For the avoidance of doubt all Agent's fees shall be met by StatClaim;
- 5.1.5 authorises StatClaim or its appointed agent to complete a County Court application form (or other legal document in connection with this Agreement) and to authorise its submission without reference to the Client; and
- 5.1.6 shall provide its bank account details to receive monies from Stat Claim.

6. INSTRUCTIONS TO OBTAIN COMPENSATION

- 6.1 The Client shall submit the Instruction by e-mail or other agreed written form, providing sufficient details of the Debtor, the amount due and documentary evidence of each Invoice (e.g. invoice details, contact details of third party, contract and correspondence (if applicable)).
- 6.2 The decision of whether there is sufficient detail provided by the Client to carry out the Service is at the sole discretion of StatClaim.

7. PAYMENTS

- 7.1 Following the Effective Date of an Instruction, any amount of the Compensation subsequently paid by the Debtor or a third party on its behalf, whether payment is remitted to StatClaim or directly to the Client or to a third party, shall give rise to an obligation for the Client to pay StatClaim the Fee pursuant to Clause 9 for each individual Invoice paid.
- 7.2 If Compensation is paid directly to the Client or a third party in whole or in part, then the Client:
 - 7.2.1 shall inform StatClaim immediately and confirm the position in writing by post or email;
 - 7.2.2 shall be responsible in any event for StatClaim's fees pursuant to Clause 9.

- 7.3 All payments due to StatClaim in respect of its Fee are payable from the date of demand unless otherwise agreed in writing with StatClaim. StatClaim reserves the right to charge interest at 8% per annum on any amount outstanding.
- 7.4 Any amounts due to the Client from StatClaim shall be paid on the following terms:-
- 7.4.1 a detailed statement shall be issued on the 56th day after StatClaim receives the first Compensation payment from a debtor followed by immediate payment pursuant to Clause 9; and
- 7.4.2 every 28 days thereafter a statement shall be issued followed by immediate payment pursuant to Clause 9 until all Compensation payments have been made.
- 7.5 The Client hereby authorises StatClaim to request and receive payments in respect of any of the Compensation directly to StatClaim's bank account.

8. SET OFF

- 8.1 StatClaim may at any time, without notice to the Client set off any liability (whether invoiced or not) of the Client to StatClaim against any liability of StatClaim to the Client. Any exercise by StatClaim of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

9. FEES

- 9.1 StatClaim's Fees are as follows, unless other rates have been agreed in advance and in writing:
- 9.1.1 where the Debtor is based in the United Kingdom and the Compensation is governed by the Act, the Fee is £39 + VAT (if applicable) per Invoice plus 10% of the value of the compensation and interest. A Fee becomes payable by the Client to StatClaim whether or not Compensation is received, unless the third party named on the Invoice has ceased trading and therefore unable to discharge its liability;
- 9.1.2 if the Debtor has ceased trading no Fee is payable; and
- 9.1.3 where the Client requests in writing to StatClaim to withdraw its Service for 1 or more Invoices for any reason, an administration fee payable by the Client shall be applied to the value of £19.50 + Vat (if applicable) per Invoice.

10. TERMINATION

- 10.1 This Agreement cannot be terminated by the Client until all Fees have been paid to StatClaim for its Services pursuant to Clause 9.
- 10.2 Without prejudice to any Terms within this Agreement, StatClaim reserves the right to suspend the provision of supply of services until further notice without liability to the Client on notifying to the Client either orally or in writing in the event that the Client is in breach of any material term of this Contract; or StatClaim is obliged to comply with an Order of any relevant authority.

11. LIABILITY

- 11.1 StatClaim shall not be liable to the Client in contract, tort or otherwise, including liability for negligence, for any loss of revenue, business, anticipated savings or profit or any indirect or consequential loss however arising.
- 11.2 The Client shall indemnify StatClaim against any costs (including legal fees) incurred as a result of the Client's error or misrepresentation from the time it receives the Client's Instruction.

12. LIEN

- 12.1 In the event that the Client fails to pay any amount due to StatClaim under this Agreement, StatClaim shall be entitled to exercise a lien over all documents, papers and correspondence it holds in connection with the Client's business until payment by the Client of all sums due.

13. DATA PROTECTION

- 13.1 Where StatClaim receives any personal data from the Client, it shall ensure that it fully complies with the provisions of the GDPR Addendum hereto and only deals with the data to fulfil its obligations under the contract.

14. AUTHORITY TO RECEIVE PAYMENT

- 14.1 The Client hereby irrevocably authorises StatClaim - a trading style of Statutory Claim Online Limited to receive payment(s) on behalf of the Client.

15. SEVERABILITY

- 15.1 The provisions contained within these Terms and Conditions are severable and distinct from one another. If at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

16. THIRD PARTY RIGHTS

- 16.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. CONFIDENTIALITY

- 17.1 Each party undertakes that it shall not at any time and for a period of 10 years after termination of the Agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 17.2.
- 17.2 Each party may disclose the other party's confidential information:
- 17.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 18.2; and
 - 17.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 17.4 This clause 17 shall survive the Termination of this Agreement.

18. MISCELLANEOUS

- 18.1 The Client shall not assign any rights or obligations under this Agreement.
- 18.2 Stat Claim may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement
- 18.2 Any Notice given to StatClaim under this Agreement shall be deemed served if sent by Royal Mail Special Delivery post to its registered office at 144 Central Street, London, EC1V 8AX or any other address notified to the Client from time to time.
- 18.3 StatClaim reserves the right to amend or vary these Terms and Conditions from time to time, but any such amendments/variations shall only have effect upon notification to the Client in writing.
- 18.4 StatClaim do not hold themselves out as acting as a firm of solicitors.
- 18.5 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. FORCE MAJEURE

19.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

20. GOVERNING LAW

20.1 These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20.2 Each party to this Agreement irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.