



TERMS and CONDITIONS

USE OF SPECIFIC SERVICES

1. General

1.1 "The Company", "We" and "Us" refers to The Central Process Serving Bureau Limited whose registered address is 18 Buxton Road, Hazel Grove, Stockport, Cheshire.SK7 6AD.

1.2 "The Client", "You" and "Your" means the client of The CPSB Limited whose name and details are set out in the agreement.

1.3 "The Services" means the provision by the Company to the Client of :

1.3.1 Hosted services, being the provision of our proprietary software, The CPSB Process Serving System, designed to support the credit management function, and legal process, together with the remote access to that software and maintenance of the Client's database contained within that system; and

1.3.2 Legal and tracing services and other such services including management reports, professional advice and all areas encompassed in the collection and management of the Process Serving System.

1.4 "The Data" means any data of whatever nature supplied by the Client or any of the Client's customers including but without limitation any debtor details and the specifics of any of the Client's customer's debt.

2. Our Agreement

2.1 These terms and conditions, together with the contract form and Service Level Agreement set out the entire agreement between You and Us to the exclusion of any terms and conditions stipulated by You in any other agreement and it supersedes all prior agreements between the parties regarding the Services but without prejudice to any rights which have already accrued to either party.

2.2 No variation or waiver of these terms and conditions shall be binding on Us unless agreed in writing by a Director on our behalf.

2.3 Employees or agents of the Company are not authorised to make any representations concerning the Services unless confirmed by the Company in writing. The Client acknowledges that it does not rely upon and waives any claims for breach of any representations that are not so confirmed.

3. Commencement and Term

3.1 The commencement date of the supply of Services is the date specified in the agreement, irrespective of whether the Client has provided any Data to the company by this date.

3.2 The agreement will continue to remain in force after this date until terminated by either party pursuant to clause 8 or 12.

4. Our Services

4.1 Access to the Company's system is granted solely for the purpose of provision of the Services

4.2 The Company shall be responsible for uploading Data to the system providing that it is provided in the agreed format only.

4.3 The Company will use reasonable endeavours to provide support to the system during normal business hours (9.00 am - 5.00

pm Monday to Friday excluding public holidays). The Company shall carry out any routine maintenance indicative of normal use as part of the agreed Services.

4.4 In the event that We are unable to provide the hosted services for any technical reason ("downtime") for two (2) complete working days or more, a rebate of the licence fee will be given in accordance with the appropriate section of the Service Level Agreement.

4.5 Any repair or maintenance work required as a result of the Client's negligent actions or improper use which is contrary to the instructions given to the Client by the Company shall be undertaken by the Company and shall be billed to the Client at the rate of £120 per hour for technical support and £60 per hour for administrative support. Where an alternative price is stated in the agreement form, the price in the agreement form shall prevail. Where the Company is required to engage sub-contractors, these fees shall be passed on to the Client at cost price, plus an additional charge to cover any labour performed by the Company.

4.6 You hereby authorise us in our absolute discretion to take action in relation to process referred by you, your subsidiaries and associates and to appoint agents on your behalf to assist in the service of such process. You will not approach any agent appointed by us except with our prior written consent. We and our agents are hereby authorised to receive payments in respect of the referred debts and to issue receipts in relation thereto.

4.7 You accept that provision of the service by the Company is dependent on and driven by receipt of the Client's data and the client's resolution of queries and as such the pace of service provision is led by the Client.

4.8 We reserve the right to decline to undertake action to serve any process referred or to discontinue any service of any process at any time by giving notice to you.

5. Your Liabilities

5.1 You warrant that all Process referred to the Company for service are true, accurate, valid and complete and that the Company is not liable for any loss or damage that may be suffered as a consequence of the service provided and/or other.

5.2 A user ID will record the identity of the author of any changes made to or viewings of Data stored on the system.

5.3 You are responsible for the set up and maintenance of your internet connection. Any loss of your internet connectivity shall not be subject to clause 4.4.

6. Fees and charges

6.1 The fee stated is for the agreed number of licences only for the duration of the term of the agreement. Any increase in the number of licences will be subject to an additional agreement between the parties. Any reduction in the number of licences shall be treated as a pro rata cancellation and will be dealt with in accordance with clause 8.3.

6.2 Where an upgrade to the The CPSB Limited Target Search facility is required, a charge will be made for the appropriate licence fees. Thereafter continued licence fees for an upgraded version are included in the price shown. Additional charges are made for any additional functionality, unless specified on the contract form. Classification of additions to the software as a free upgrade or as a chargeable additional product shall be at Our sole discretion.

6.3 You shall pay and be responsible for the applicable charges from the commencement date up to the time of termination of the agreement. You accept that the fee is fixed and payable regardless of the amount of Data we are hosting, or the number of Your users accessing the system or the frequency of such access.

6.4 You shall pay and be responsible for all service fees, inclusive of travel costs in relation to agents' charges on the issue of such process and all fees, costs commission, disbursements and expenses of any agent appointed by us up to the time of termination of the service agreement as previously agreed.

6.5 All sums payable under these terms and conditions are exclusive of VAT and other duties or taxes, which shall be payable at the rate prevailing from time to time.

6.6 Hosted Services Fees will be invoiced and payment of all amounts shall be due within 7 days of the date of invoice and shall be paid by You in full without deduction or set off. Statutory interest and charges shall be payable on all overdue invoices.

6.7 In the event that any invoice becomes overdue for payment by 30 (thirty) days or more, We reserve the right to withdraw the Services on provision of 7 days' notice to You.

6.8 The annual fee payable shall increase on an annual basis at the rate of 5% per annum on the anniversary of the commencement date unless negotiation has taken place prior to the annual renewal date.

7. Our Liability

7.1 While the Company makes reasonable endeavours to carry out its obligations, the Company shall not be liable in contract or tort or under any head of legal liability for any damages costs claims expenses or interest arising out of the performance or alleged non-performance of Services to be undertaken in accordance with the Licence Agreement or these terms and conditions and in particular (without limiting the foregoing) shall not save where otherwise required by law or Order of the Court accept liability for:

(a) consequential loss or damage of any kind including loss of turnover, sales, revenue or profits.

(b) any claim for an amount in excess of the agreed price.

7.2 Insofar as is permitted by law where the Services are defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect. Where the Company performs its obligations to rectify defective work under this condition the Client shall not be entitled to any further claim in respect of Services undertaken.

8. Ending the Agreement

8.1 Notwithstanding clause 6.6, We may terminate the service agreement at any time by giving not less than 30 days prior written notice to You.

8.2 You may terminate the service agreement by giving not less than 30 days prior written notice to Us at any time after the expiration of the minimum contract term.

8.3 Where You wish to terminate the agreement prior to the expiration of the minimum agreement term, a cancellation fee shall apply which is equal to the fee remaining under the agreement if it were to expire after the minimum term. The parties hereby agree that this amount represents a valid estimation of the losses incurred by the Company in the event of such a cancellation.

8.4 Where You wish to withdraw a process, 75% of the agreed fee at the applicable rate will be payable. The parties agree that this is a true and accurate estimation of the loss suffered by the Company in the event of such termination.

8.5 Upon a material breach of these Terms and Conditions the non-breaching party may choose to terminate the service agreement with immediate effect upon written notice to the other party. In the event that the non-breaching party chooses to terminate and the breach is remediable, then the non-breaching party may at its sole discretion provide the other party with thirty (30) Business Days within which to cure such breach prior to termination. If the breach is non-remediable then the non-breaching party may terminate immediately with immediate effect.

9. Use of Services – General

The Client shall not at any time during the use of the Company's Services and for a period of one year thereafter for any reason whatever

9.1 solicit, induce or endeavour to solicit or induce any person who is at the time when the Company's services are provided to the Client an employee on any capacity whatever of the Company to cease working for or provide services to the Company, whether or not any such person would thereby commit a breach of contract; or

9.2 employ or otherwise engage anyone who is at the time when the Company's services are provided to the Client an employee in any capacity whatever of the Company.

10. Intellectual Property Rights

The Client acknowledges that the Services and all software, formulae, corporate images, advertising, promotional or other literature, designs, artwork or written materials supplied or created by the Company together with the Copyright and all other intellectual property rights in relation to any of the foregoing items, including, without limitation the Copyright in any translation or adoption of any of them, the right to apply for trademark or other protection in respect of them and the goodwill of the Company are and shall be or remain the exclusive property of the Company and the Client shall not be entitled to use any of the items stated above and shall not do or permit to be done, any act or thing which may prejudice any of the foregoing items, or bring into question the Company's Copyright/ownership of the Services.

11. Data Protection and Confidentiality

The Company will at all times comply with the provisions of Applicable Data Protection Law. We will not transfer, disclose or use any Personal Data to any third party for the purposes of marketing. Our processing of the Data will be limited to that required to perform the Services. We will use a reasonable standard of care in protecting your confidential information, which will not be less than the standard of care We use to protect our own confidential information.

12. Insolvency

Without prejudice to other remedies, if You become insolvent (that is, if You are unable to pay Your debts or have a winding up petition issued against You or has a receiver, administrator or administrative receiver appointed to You) We shall have the right not to proceed further with any Services.

13. No Agency Or Partnership

Nothing in these Conditions shall constitute or be deemed to constitute a partnership or any agency agreement between either of the Parties hereto and, save as expressly set out herein, neither of them shall have any authority to bind the other in any way.

14. Force Majeure

The Company shall not be liable in respect of any shortage or failure to supply Services where such shortage or failure is beyond the control of the Company due to an act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strike, lockouts or other industrial actions, or any other reason beyond the control of the Company and the Company in such circumstances will not be liable in respect of any consequential loss to the Client.

15. Governing Law

Any dispute, controversy, proceedings and claims of whatever nature arising out of or in any way relating to these terms and conditions or their formation shall be governed by and construed in accordance with the Laws of England. The Parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of England to hear and determine suit, action or proceedings or settle any disputes arising out of or in connection with these terms and conditions and to enforce any judgment against their respective assets.