



# ARENA

## RECOVERIES

## Our Terms and Conditions – Commercial Debt

To place a debt with us, you must agree to these terms and conditions before you proceed. Accepting our conditions means you have read, understood, and agree to them.

All rates quoted are subject to VAT and may change from time to time.

### Key Terms

(These are our key terms that you are authorising and agreeing to when passing a debt)

- You the "Client" are agreeing that no other collection agent/debt collector has worked on the current outstanding balance before now.
- You the "Client" are authorising Arena Recoveries to act as the sole and exclusive collection agent for this debt.
- You the "Client" are agreeing that the debt passed is legal, accurate and in no way vexatious.
- You the "Client" are agreeing to our data processing policies as set out in this agreement.
- You the "Client" are agreeing to ensure you inform Arena Recoveries if your Debtor pays you directly.
- You the "Client" are agreeing to pay Arena Recoveries for any collection made within 7 days from date of invoice. \*

\*(if not collected from the Debtor).

- You the "Client" are agreeing to pay for any chargebacks from your Debtor after they have paid us.
- You understand that we will consult you on any legal costs before proceeding.
- Debtor receipts will be paid by arena recoveries to you the "Client" monthly.

## **1. Definitions and Interpretation**

- 1.1 These terms and conditions apply to the recovery and collection of debts by Arena Recoveries ("Arena Recoveries Limited", "we" or "us") on behalf of the Client;
- 1.2 The "Client" means any company, partnership or organisation using the services provided by Arena Recoveries ("You").
- 1.3 The "Debtor" means any company, partnership or organisation that the Client has instructed Arena Recoveries to recover or collect debt from;
- 1.4 A "Chargeback" means a charge that is returned to the Debtors' payment card after the Debtor has successfully disputed a charge made by Arena Recoveries. The card issuer or bank retains the value from Arena Recoveries bank/accounts and this is a charge owed by the Client to Arena Recoveries;
- 1.5 References to "Commission" or "Our Commission" or "Fees" means a charge that Arena Recoveries will seek from either the Client or the Debtor;
- 1.6 All references to "Late Payment Charges" mean compensation, interest, and debt recovery costs pursuant to *The Late Payment of Commercial Debts (Interest) Act 1998* as amended by *The Late Payment of Commercial Debts Regulations 2014*, as may also in future be amended or consolidated;
- 1.7 All references to "Late Payment Legislation" mean *The Late Payment of Commercial Debts (Interest) Act 1998* as amended by *The Late Payment of Commercial Debts Regulations 2014*, as may also in future be amended or consolidated;
- 1.8 A "Cleared" payment, is a payment that has been confirmed as available funds in Arena Recoveries banking facility. Payments such as cheques may take several days from receipt to be verified and become available funds.

## **2. Client Obligations**

- 2.1 The Client agrees to notify Arena Recoveries immediately of the amount of any monies received that pertain / relate to this account;
- 2.2 The Client agrees to notify Arena Recoveries immediately if there is a change to the amount due in respect of all debt passed to Arena Recoveries for recovery or collection;
- 2.3 Where the Client receives payment directly from the Debtor where the amount is inclusive of Late Payment Charges, the Client agrees to pay these Late Payment Charges to Arena Recoveries within 7 days;
- 2.4 Where the Debtor makes a payment and subsequently makes a charge back refund request, we will defend the charge back on the Clients behalf. Where their request is successful, The Client will be liable to pay Arena Recoveries for the charge back, bank/card acquirer costs and a £25.00 administration fee plus VAT. The Client agrees that this will be made within 7 days;
- 2.5 It is the Clients responsibility to advise Arena Recoveries where a payment has been received directly from the Debtor after legal proceedings have been launched. We will not accept liability for additional unnecessary costs that arise as a result of such failure to notify us immediately.
- 2.6 The Client must update Arena Recoveries of any communication had with the debtor during the assignment of the debt - examples of this are (but are not limited to) complaints or balance amendments.

### **3. By Instructing Us**

- 3.1 Arena Recoveries will provide collection and Recovery services to the Client;
- 3.2 The Client confirms they are legally entitled to pass data to Arena Recoveries for the purpose of collecting an outstanding debt;
- 3.3 The Client authorises Arena Recoveries to recover debts, collect payments and issue receipts to its Debtor;
- 3.4 The Client agrees to provide Arena Recoveries with the appropriate consent and authority to undertake collection activity on its behalf; this may be in writing, electronic media or instructions received via the Arena Recoveries website/ webform;
- 3.5 The Client confirms that the Debtor that they have engaged Arena Recoveries services to pursue, has its trading offices \ premises based within the United Kingdom of Great Britain and Northern Ireland;
- 3.6 The Client confirms the information they have provided is true to the best of their knowledge and cannot be deemed vexatious;
- 3.7 The Client agrees to have checked and verified its records to confirm that the debt passed to Arena Recoveries is lawfully due by the Debtor;
- 3.8 Unless otherwise agreed in writing, the client confirms that the debt they are passing to Arena Recoveries has NOT been chased by any collection agency outside of their business or organisation;
- 3.9 The Client agrees that Arena Recoveries has been appointed as the sole and exclusive debt collection /recovery service for the Debtor and that if this is not the case; the Client understands that Arena Recoveries' commission is due even if the debt collected/ recovered by another agency while this agreement is in force;
- 3.10The Client agrees to provide Arena Recoveries with all requested supporting documentation to validate the existence of a lawfully due debt within a reasonable timescale;
- 3.11 The time Arena Recoveries takes to perform any of its obligations under this contract shall not be deemed the essence of this contract;
- 3.12 The Client agrees to pay all due commissions regardless of who the Debtor pays (Client or Arena Recoveries).

#### **4. Commission and Handling Debtor Payments**

- 4.1 Where Arena Recoveries has been instructed to recuperate the costs of recovery direct from the Debtor, we will use late payment legislation to reclaim our charges. Standard commission rates for collections are 10% of the full debt value but may vary per any revised legislation. The commission and any additional charges will be subject to VAT which will be deducted from the net payment made to the Client;
- 4.2 Where we have been instructed NOT to recuperate the costs of recovery from the Debtor, our standard commission rates for collections are 10% of the full debt value. The commission will be subject to VAT which will be deducted from the net payment made to the Client. Please note this clause does not negate liability from all other Clauses in Section 4;
- 4.3 If Arena Recoveries debt recovery fee is higher than the late payment compensation and interest claimed, the Client will incur debt recovery costs in accordance with our cost structure detailed in this document;
- 4.4 Where agreed in advance, Arena Recoveries will accept from the Debtor settlement of the debt by instalments and will arrange collection of each instalment as it becomes due;
- 4.5 Any payments made after Arena Recoveries have been instructed, are attributable to the actions of Arena Recoveries and commission will be payable accordingly and are subject to our payment terms detailed in Clause 6.1. Regardless of whether payment is made to the Client or is made to Arena Recoveries, these payments remain attributable to Arena Recoveries;
- 4.6 Payments made to Arena Recoveries by the Debtor after the cessation of recovery activities will be attributable to Arena Recoveries. These payments are subject to the commission structures detailed in these terms and conditions and are subject to our payment terms detailed in Clause 6.1;
- 4.7 Where the Client receives payment directly from the Debtor where the amount is not inclusive of late payment charges, the Client agrees to not prejudice the right of Arena Recoveries to pursue the Debtor for Late Payment Charges;
- 4.8 Where the Client receives payment directly from the Debtor, and the amount received is not inclusive of Late Payment Charges, the client is entitled to request Arena Recoveries ceases pursuit of the Late Payment Charges, whereupon the Client will be liable to pay Arena Recoveries a commission of 10% for the principal debt value plus VAT. The Client agrees that this will be made within 7 days of invoice;
- 4.9 Where the Client accepts payment from the Debtor of the principal debt amount, but not the Late Payment Charges as full and final settlement. The Client will be liable to pay Arena Recoveries a commission of 10% for the principal debt value plus VAT. The Client agrees that this will be made within 7 days;
- 4.10 Should Arena Recoveries be unsuccessful in recovering payment of a debt and or the Late Payment Charges claimed, Arena Recoveries will waive the debt recovery costs incurred by the Client.

## **5. Payment Clearance**

- 5.1** Only payments that have "Cleared" into Arena Recoveries banking facilities shall be paid to the Client, for example a cheque payment received will require 4 working days to become available for transfer;
- 5.2** All "Cleared" payments made to Arena Recoveries (unless otherwise agreed), will be paid to the Clients nominated bank account on the last working day of the month, net of the agreed commission and VAT;
- 5.3** Where the Debtor is paying in instalments as agreed by with the Client, (unless otherwise agreed) these funds shall be paid net of commission and VAT in the month that they are received, provided the funds have "Cleared";
- 5.4** Where the Debtor makes erroneous payments to us above and beyond the instructed debt value, we shall hold these payments and attempt to contact the Debtor. If the debtor confirms these are to be passed to the Client, these will be passed subject to our administration fees detailed in section 11, but will not be subject to commission;

## **6. Invoicing and Payment Terms**

- 6.1** The Client agrees to pay all invoices from Arena Recoveries within 7 days from date of invoice for all invoices, additional charges and chargebacks levied;
- 6.2** The Client agrees that where there is dispute over charges between Arena Recoveries and the Client, the Client shall pay all charges and invoices that are deemed not to be in dispute, furthermore, the client agrees to pay the remaining charges when the dispute has been satisfactorily resolved;
- 6.3** Where the Client does not make payment in accordance with Clause 6.1, Arena Recoveries will invoke Late Payment Charges in accordance with the current legislation.

## **7. Cancellation**

- 7.1** Arena Recoveries reserve the right to charge for cancellation if a case is withdrawn after Arena Recoveries has started action - to recover our costs. – Please note this clause does not negate liability under Section 4;
- 7.2** The Client has 24 hours from the time of submission to cancel this request. We must receive this cancellation in writing to [enquiries@arena-recoveries.com](mailto:enquiries@arena-recoveries.com) please provide the company name and the name of the Debtor in your email. For cancellations received after this time, we will invoice the following:
- i. Cancellation of instruction (within 48 hours – after initial 24hrs) £12.50
  - ii. Cancellation after action has started £25.00
- 7.3** If your Debtor pays you directly, we will invoice you for our full commission +VAT and any applicable cancellation fees and any additional charges incurred- details are set out in Section 4 of this agreements;

## **8. Rights, Governance and Liabilities**

- 8.1 Arena Recoveries reserve the right to cease action at any stage and will inform the Client of cessation of action;
- 8.2 Arena Recoveries will ensure the Client is informed promptly when it is unable to act on the Clients behalf and it shall ensure no commission, fee or cancellation is charged for the debtor passed over in this instance;
- 8.3 The Client understands that Arena Recoveries will make every effort to recover a debt, no guarantee is expressed or implied that such money will be received;
- 8.4 Arena Recoveries will inform you when the assigned debt has reached a stage where we cannot progress any further. Arena Recoveries will ensure this communication is made within a reasonable time period;
- 8.5 Information and/or reports provided to the Client may, in whole or in part, represent expressions of advice or opinion based upon data supplied by some third parties, the accuracy of which Arena Recoveries will be unable to verify on some occasions. We accept no liability for any errors therein or omissions therefrom;
- 8.6 Arena Recoveries will not accept liability to any loss or damage whatsoever as a result of the Client, it's representatives or any associated organisations use of any report or information supplied by us;
- 8.7 Whilst reasonable steps will be taken to limit such damage, Arena Recoveries will not accept liability of any reputational damaged caused by the act of collecting debt on the Clients behalf;
- 8.8 Arena Recoveries shall act ethically in its approach to collecting debt and will, using best endeavours, signpost Debtors to support agencies, where it can be ascertained that financial hardship is being experienced – we will ensure relevant ability to pay legislation is followed;
- 8.9 This document including any appendices are governed by and are to be construed in accordance with English Law. All disputes controversy, difference or claim arising out of or in connection with this document, including, validity or termination, or any dispute regarding non-contractual obligations shall be finally settled under the arbitration rules of English law, which shall be the proper law of this agreement. Both parties hereby submit to the exclusive jurisdiction of the English Courts.

## **9. Termination**

- 9.1 Any failure by Arena Recoveries to comply with the terms and conditions set out in this agreement shall be deemed a breach of contract between Arena Recoveries and the Client and shall entitle Client to terminate the contract;
- 9.2 Any failure by the client to comply with the terms and conditions set out in this agreement shall be deemed a breach of contract between Arena Recoveries and the Client and shall entitle Arena Recoveries to terminate the contract. Arena Recoveries will take appropriate measures to recover charges or costs from the Client.

## 10. Confidentiality and Data Processing

10.1 All data provided to Arena Recoveries by the Client shall be deemed as strictly confidential and private;

10.2 Arena Recoveries shall keep all information secure and confidential according to our [data protection policy](#) . Data shall not be disclosed to any third party, save for:

- i) Arena Recoveries own legal representatives, who may be called upon to assist with recovery and/or provide legal advice
- ii) Contact Centre Affiliates who make the calls to Debtors
- iii) Tracing Agents
- iv) Our Print House
- v) UK Government Officials or Legal Claims

Third party agents are obligated, under separate agreements to keep information confidential and secure. They are contracted to ensure adherence to UKGDPR laws and whilst data may be processed, it may not transfer to "UKGDPR non-adequate" territories;

10.3 The Client understands that all records held by Arena Recoveries shall be obfuscated or deleted 12 months after the successful completion of a case, or 12 months after cessation of activities. Relevant audit data shall be retained until dispute \ chargeback periods have elapsed (whichever period is the longer);

10.4 The Client understands that all records held by Arena Recoveries shall be stored within a secure data cloud operated from inside the UK, EU or other countries deemed 'adequate' under UKGDPR. Data may be processed outside of these areas, however all data processed undertaken in "UKGDPR non-adequate" territories are unable to download data and are subject to strict security regimes, including biometric access controls to each area, Security search to enter and exit and 24hr guarded facilities. UKGDPR and Data Protection Act standards are readily available upon request- these are reviewed monthly and independently audited at least annually;

10.5 The Client understands that all information provided by Arena Recoveries under these terms and conditions shall be treated in confidence by the Client and shall not other than by County Court Order be communicated, copied or otherwise divulged to any person or party whatsoever.

## 11. Additional Charges Related to Our Services

11.1 This section details the additional charges the Client consents to under this agreement:

- A transfer fee of £2.50 + VAT is charged for BACS Transfers
- A transfer fee of £30.00+ VAT is charged for CHAPS Transfers
- A transfer fee of £30.00 + VAT is charged for International Bank Transfers
- A Fee OF £40.00 + VAT is charged for any Chargeback initiated by the Debtor

**Payments from your Debtor made by Credit or Debit Card will incur a 1.8% transaction fee** which will deducted be invoiced as a separate line item. This will be a direct passthrough cost;

11.2 Per Clause 6.1, where your Debtor makes a payment and subsequently makes a chargeback refund request, we will defend the charge back on your behalf. Ultimately, if their request is successful, we will invoice you for the charge back and our costs. The cost breakdown and example is detailed below:

Example Chargeback Scenario

Details	Amounts	Who is Responsible?
Total Chargeback Value	£550.00	Debtor
Original Invoice Recovered	£500.00	Client
Charges Levied to Debtor by us	£50.00	Arena
Our Bank Charges	£30.00	Client
Our Admin Fee	£25.00	Client
<b>Total Invoice Amount</b>	<b>£555.00</b>	<b>Client</b>

  

- Charge Back Amount	
+ The Amount of the Fee Taken	
+ The Charges from Our Bank	
+ Admin Fee (£25.00)	
<b>Amount Invoiced Back To You</b>	

11.3 Commissions charges for debts certified over 12 months old (with prior agreement only)

- £1,500 - £9,999 - 25% of total invoice value.
- £10,000 - £49,999 18% of total invoice value.
- £50,000 - £99,999 - 10% of total invoice value for first £49,999 3% of remaining balance thereafter.
- £100,000 + - 11.5% for first £99,999 1% of remaining balance thereafter
- Commission rates for multiple debts will be agreed in writing;

11.4 The Clients' Debtor may be notified of possible legal action to be taken against them. We may take proceedings through the County Court or Insolvency Service as is deemed appropriate;

11.5 The Client is under no obligation to issue proceedings against their Debtor;

11.6 If Arena Recoveries recommends a case for litigation, the Client will be consulted and its authorisation will be sought, legal costs will be confirmed prior to advancing the case;

11.7 The client should expect to receive invoices to pay for the cost of any agreed legal action. These invoices will cover (but are not limited to) Court Fees and Disbursements as may be required from time to time.

## 12. Complaint Handling

Arena Recoveries takes complaints from both Clients and Debtors seriously and undertakes to investigate all complaints in a timely fashion in accordance with our complaints procedure.

