



# SUPPLY OF SERVICES AGREEMENT

## Debt Collection Services



**THIS AGREEMENT is made on the date of last signature below between:**

### **Parties**

- (1) Wolf Enforcement Services Ltd Suite,20-22 Wenlock Road, London N1 7GU  
(Supplier);
- (2)  
(Customer).

### **1) Service Provider**

- 1.1. We (The Client) hereby Instruct Wolf Enforcement Services Ltd to commence immediate recovery action and to act on our behalf as the service provider.
- 1.2. We agree that these terms and conditions are set out herein will apply to us for using the services of Wolf Enforcement Services Ltd and additional accounts referred to Wolf Enforcement Services Ltd will also be subject to these terms and conditions unless received in writing a review request to negotiate terms and conditions rates and any new referrals.

### **2) The Service**

- 2.1. Wolf Enforcement Services Ltd will determine and advise the client of the most suitable method for a placed debt based on the clients specification of services as outlined in Schedule 1.
- 2.2. Wolf Enforcement Services Ltd reserves the right to refuse and to terminate the collection process at any time, without explanation and without liability to it's self.
- 2.3. Wolf Enforcement Services Ltd is employed as the Clients working on behalf of the Client.
- 2.4. Wolf Enforcement Services Ltd will provide the service through the use of it's own personnel or through the use of a duly appointed agent assigned by Wolf Enforcement Services Ltd who is appointed as an agent of Wolf Enforcement Services Ltd.
- 2.5. Wolf Enforcement Services Ltd will not be held liable for any indirect or consequential loss or damages, where action is taken as a result of client instructions or the client failing to supply or notify Wolf Enforcement Services Ltd of any appropriate information.

### **3) Fees & Charges**

- 3.1. Wolf Enforcement Services Ltd fees and charges will be pre agreed with the client as detailed in the schedule of fees and charges detailed within this document on a no win no fee basis (except for Full & Final notice where set fee is applicable)
- 3.2. Where a repayment plan schedule is arranged Wolf Enforcement Services Ltd reserves the right to invoice fees at such times as sufficient instalments have been received either by Wolf Enforcement Services Ltd or by the client to cover such costs.
- 3.3. If a debt is withdrawn by the client where a plan is in place or a promise to pay (by set date which has not expired) then Wolf Enforcement Services Ltd reserves the right to invoice the client for the administration fee plus any other charges or fees that may be become payable.
- 3.4. A fee for a successful trace of a debtor is payable by client (no charge is made for a negative trace)
- 3.5. All fees, charges and commissions will commence from when Wolf Enforcement Services Ltd are instructed by the client either verbally or in writing.

- 3.6. Wolf Enforcement Services Ltd will apply late payment fee to all debtors accounts and a daily interest fee of 8% above the Bank of England base rate as detailed under the Late Payment of commercial Debts Regulations 2013 where there is a Business to Business relationship.
- 3.7. VAT will be charged at the current rate of 20% to all relevant client fees.

#### **4) Obligations of the Client**

- 4.1. Any accounts sent to Wolf Enforcement Service Ltd must be true and valid
- 4.2. The client agrees to notify Wolf Enforcement Services Ltd of any payments, Offers or correspondence the is received directly from the debtor immediately
- 4.3. Disbursements of fees for Courts, tracing etc. are the responsibility of the client and as such these funds will only be paid on receipt of cleared funds into the our bank account.
- 4.4. The client agrees to supply Wolf Enforcement Services Ltd all requested relevant information to assist with the collection of an account, or deal with a query without delay.
- 4.5. The client agrees that any information provided for a County Court Claim form will only be completed by one of our panel of solicitors as per your CCJ Application request via a controlled form. Any errors in submission will not make Wolf Enforcement Services Ltd or its panel of solicitors liable or responsible for any errors or any action taken against the client.
- 4.6. Wolf Enforcement Services Ltd or its panel of solicitors will not commence any legal proceedings without the prior written consent of the client.
- 4.7. The signatory or person or organisation that submits any debt collection instruction or any other request for services declare that they have proper authority to do so and will be liable for any fee or other as a result of the said submission. (The rates and charges are described in Schedule 2).
- 4.8. Documents sent or passed to Wolf Enforcement Services Ltd should be done so in line with the Data Protection Act 2018 as responsibility for documents not sent securely will not be accepted by Wolf Enforcement Services Ltd.
- 4.9. Wolf Enforcement Services Ltd reserves the right to destroy any said documents 3 months after completion of the case which will be done in line with The Data Protection policy outlined in Schedule 3
- 4.10. The Client agrees to pay the commission rates as stated in Schedule 2 plus any VAT applicable to those commissions on all funds collected by Wolf Enforcement Services Ltd & any payments made directly to the client after the time of instruction and up to the point of termination of the contract. (The rates and charges are described in Schedule 2).

#### **5) Payment**

- 4.1. The Client agrees that all invoices rendered by Wolf Enforcement Services Ltd to the Client are due and payable within seven days from the date of invoice.
- 4.2. Wolf Enforcement Services Ltd reserves the right to charge a late Payment fee and interest at 8% Apr above the Bank of England base rate on all outstanding invoices as set down under the EU Business Late Payment Directive 2013.
- 4.3. This or any other contract that exists between Wolf Enforcement Services Ltd and you the Client is agreed to be governed by English law and no Other.
- 4.4. Wolf Enforcement Services Ltd reserves the right to take commission payments from client funds held against invoices.
- 4.5. Wolf Enforcement Services Ltd reserve the right to suspend payments to the value of any disputed debt that it holds on file until such time as the dispute is resolved to the satisfaction of Wolf Enforcement Services Ltd.

#### **7) Confidentiality**

- 7.1. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

- 7.2. where required by law, court order or any governmental or regulatory body;
- 7.3. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
- 7.4. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);
- 7.5. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
- 7.6. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

## **8) Data Protection**

- 8.1. Each party shall comply with its obligations, and may exercise its respective rights and remedies under Schedule 3.

## **9) Termination**

- 9.1 Either party may terminate this Agreement by giving the other party 6 weeks' prior written notice.
- 9.2 A party may terminate the Agreement immediately by giving written notice to the other party if that other party:
  - 9.3 does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
  - 9.4 commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
  - 9.5 persistently breaches any term of the Agreement;
  - 9.6 is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
  - 9.7 is a company over any of whose assets or property a receiver is appointed;
  - 9.8 makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 9.9 (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
  - 9.10 undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
  - 9.11 (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

## **10) Consequences of Termination**

- 10.1 On termination or expiry of this Agreement:
  - a. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
  - b. the Customer shall, within a reasonable time, return all of the Supplier's Equipment and any relevant Deliverables remaining the property of the Supplier. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.
- 10.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities

of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

10.3 Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

## **11) General**

11.1 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

11.2 No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other party.

11.3 No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.

11.4 The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.

11.5 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

11.6 A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.

11.7 If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

11.8 Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.

11.9 Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address as notified to the sending party. Notices:

11.10 sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;

11.11 delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and

11.12 sent by email will be deemed to have been received on the next Working Day after sending.

## **12) Governing law and jurisdiction**

12 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the date(s) below:

Signed: \_\_\_\_\_

Daren Shaw for and on behalf of Wolf Enforcement  
Services Ltd

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

for and on behalf of

Dated: \_\_\_\_\_

## **Schedule 1 Specification of Services**

1. The supplier will supply the following services to the customer:

- a) To send letter of engagement to collect funds on behalf of the customer.
- b) To collect the funds from the debtors named on the request.
- c) To collect proofs of vulnerability and supply payment plan requests to the customer that falls outside of a 4 month collection window.
- d) To maintain a file for transfer to our panel of solicitors for future litigation.

## Schedule 2 Commissions & Charges

The supplier has the following fixed fees for services provided:

1. Tracing
  - a. 28 Day Trace £25.00 on all positive traces
  - b. Pre Sue Report £45.00 per report
  
2. Credit Control
  - a) 20% Standard Commission on all Monies collected by Bank Transfer
  - b) £35.00 Pre Action Protocol Letter (Individuals only)

supplier is entitled to deduct this commission from all cleared funds collected by and on behalf of the customer before forwarding to the customer the balance in respect of the debt collected.

Where payment is made direct to the customer an invoice in respect of commission for all funds recovered will be submitted within 7 days and payment is to be made no later than 30 days after the date of the invoice.

# Schedule 3 Data Protection

## SCHEDULE 4 DATA PROTECTION

### PART A

1. For the purposes of this Schedule:
2. Data Protection Laws means any applicable law relating to the processing of Personal Data, as applicable to either party or the Services, including:
  - a. the Directive 95/46/EC (Data Protection Directive) or the GDPR;
  - b. any laws which implement such laws;
  - c. any laws that replace, extend, re-enact, consolidate or amend any of the laws stated in (i) and (ii) above;
  - d. all guidance, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (whether legally binding or not).
3. GDPR means the General Data Protection Regulation (EU) 2016/679;
4. Protected Data means Personal Data received from or on behalf of the Customer, or obtained in connection with the performance of the Supplier's obligations under the Agreement; and
5. Sub-processor means any agent, subcontractor or any other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.
6. The terms "Controller", "Data Subject", "International Organisation" "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR.

#### **Compliance with data protection laws**

7. The parties agree that the Customer is a Controller and the Supplier is a Processor for the processing of Protected Data pursuant to this Agreement.
8. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier personnel shall comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.
9. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

#### **Indemnity**

10. Each party shall be liable for and shall indemnify (and keep indemnified) the other against all actions, proceedings, liabilities, costs, claims, losses, expenses, compensation paid to Data Subjects and other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with any breach of the the Data Protection Laws by the indemnifying party, its employees or agents.

#### **Instructions**

11. The Supplier shall only process (and shall ensure Supplier personnel only process) the

Protected Data in accordance with Section 1 of Part B of this Schedule and the Customer's written instructions. The Supplier will immediately inform the Customer if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

### **Security**

12. The Supplier shall implement appropriate technical and organisational measures to protect the Protected Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The technical and organisational security measures which the Supplier shall have in place are set out in Part B to this Schedule.

### **Sub-processing**

13. The Supplier will not permit any processing of Protected Data by any third party (except Supplier personnel that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written permission of the Customer, except (i) as specifically stated in this Schedule, or (ii) where such processing is required by any applicable law, regulation or public authority.
14. The Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written agreement containing data protection obligations that provide at least the same level of protection for Protected Data as those in this Schedule.
15. The Supplier shall remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.
16. Where a Sub-processor is engaged by the Supplier, the Supplier shall:
  17. carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Protected Data required by this Schedule;
  18. remain liable for any breach of this Schedule caused by a Sub-processor; and
  19. provide relevant details and a copy of each agreement with a Sub-Processor to the Customer on request.

### **Assistance**

20. The Supplier shall, taking into account the nature of the processing, provide reasonable assistance to the Customer insofar as this is possible, to enable the Customer to respond to requests from a data subject seeking to exercise their rights under Data Protection Laws. In the event that such request is made directly to the Supplier, the Supplier shall promptly inform the Customer of the same.
21. The Supplier shall to the extent required by Data Protection Laws, taking into account the nature of the processing and the information available to the Supplier, provide the Customer with commercially reasonable assistance with data protection impact assessments (as such term is defined in Data Protection Laws) or prior consultations with data protection authorities that the Customer is required to carry out under Data Protection Laws.

### **Data subject requests**

22. The Supplier will record and refer all requests and communications received from Data Subjects or any Supervisory Authority to the Customer which relate (or which may relate) to



any Protected Data promptly (and in any event within three days of receipt) and will not respond to any without the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by law.

### **International transfers**

23. The Supplier will not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any International Organisation without the prior written consent of the Customer.

### **Audits and records**

24. The Supplier will, in accordance with Data Protection Laws, make available to the Customer such information in the Supplier's possession or control as the Customer may reasonably request with a view to demonstrating the Supplier's compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Protected Data.
25. The Customer may exercise its right to audit under Data Protection Laws through the Supplier providing:
  26. an audit report not older than 18 months by an independent external auditor demonstrating that the Supplier's technical and organisational measures are in accordance with the Supplier's industry audit standard; and
  27. additional information in the Supplier's possession or control to a Supervisory Authority when it requests or requires additional information in relation to the data processing activities carried out by the Supplier under this Schedule.

### **Breach**

28. The Supplier shall promptly (and in any event within 24 hours) notify the Customer if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
29. The Supplier shall promptly (and in any event within 24 hours) provide all information as the Customer requires to report the circumstances referred to in paragraph 19 (above) to a Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

### **Return/Deletion of Protected Data**

30. Upon termination or expiry of the Agreement, the Supplier shall at the Customer's election, promptly (and in any event, within 30 days of the expiry of the Agreement) delete or return to the Customer the Protected Data (including existing copies) in the Supplier's possession by secure file transfer, save to the extent that the Supplier is required by any applicable law to retain some or all of the Protected Data.
31. The Supplier will provide written certification to the Customer that it has fully complied with the section above within 30 days of the expiry of the Agreement.

### **Survival**

32. This Schedule shall survive termination or expiry of the Agreement for any reason.

## **PART B**

### **Section 1 - Data processing**

33. Processing of the Protected Data by the Supplier under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Part B.

#### **Subject-matter of processing:**

34. The Supplier's provision of the Services and any related technical support to Customer.

#### **Duration of the processing:**

35. The term plus the period from expiry of the term until return/deletion of all Protected Data by the Supplier in accordance with this Schedule.

#### **Nature and purpose of the processing:**

36. The Supplier will Process Protected Data for the purpose of providing the Services and any related technical support to the Customer in accordance with this Schedule.

#### **Type of Personal Data:**

37. names, email addresses, physical address, phone numbers.

#### **Categories of Data Subjects:**

38. Protected Data will concern the following categories of Data Subjects:

39. Data Subjects about whom the Supplier collects Protected Data in its provision of the Services; and/or

40. Data Subjects about whom Protected Data is transferred to the Supplier in connection with the Services by, at the direction of, or on behalf of Customer.

### **Section 2 - Minimum technical and organisational security measures**

41. Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:

42. encryption.