SPECIMEN — FOR INFORMATION ONLY. This is the current standard form of Recovia Ltd's Letter of Authority & Terms of Engagement, published so prospective clients can review our terms in full before instructing us. It is not an offer and does not create a contract. The binding version is the execution copy issued to each client for electronic signature, which may include client-specific variations agreed in writing.

LETTER OF AUTHORITY & TERMS OF ENGAGEMENT

Authorising Recovia Ltd to Act as Debt Recovery Agent

PART 1 — LETTER OF AUTHORITY

1. Client Details

Client details are completed on the execution copy issued for signature.

2. Authority Granted

I/We, the undersigned, being duly authorised on behalf of the Client named above, hereby appoint Recovia Ltd (Company No. 16956861), whose registered office is at 3rd Floor, 86-90 Paul Street, London EC2A 4NE, as our authorised agent for the purposes of debt recovery.

By executing this Letter of Authority, the Client authorises Recovia Ltd to:

- Contact debtors on the Client's behalf via any lawful means including correspondence, telephone, email, WhatsApp, SMS and field visits;
- Negotiate, settle and agree payment arrangements with debtors on the Client's behalf, subject always to the payment plan and settlement provisions set out in Clause 8 of the Terms and Conditions below;
- Take such steps as Recovia Ltd considers appropriate to recover the outstanding sums, including instructing solicitors or initiating legal proceedings where necessary and subject to prior written authorisation from the Client in respect of any associated costs;
- Where the Client retains title to goods supplied to the Debtor, demand the return or recovery of those goods and make arrangements for their collection, in each case subject to the Client's prior written instruction in respect of the particular Debt;
- Represent the Client's interests in any correspondence or proceedings relating to the recovery of debts;
- Receive payments from debtors directly into a designated account operated by Recovia Ltd, to be remitted to the Client in accordance with these Terms;
- Disclose such information to third parties (including legal representatives, tracing agents and credit reference agencies) as is reasonably necessary for the purpose of debt recovery.

3. Scope of Instructions

This authority applies to all debts referred to Recovia Ltd by the Client from time to time. Details of individual debts will be provided by the Client on a case-by-case basis and agreed in writing (including by email). This authority remains in force until terminated in accordance with Clause 15 of the Terms and Conditions below.

4. Confirmation

The Client confirms that:

- All debts referred to Recovia Ltd are genuine, undisputed (unless otherwise disclosed) and legally enforceable under the laws of England and Wales;
- The Client has the legal right and authority to instruct debt recovery action in respect of the referred debts;
- All information provided to Recovia Ltd is accurate and complete to the best of the Client's knowledge;
- The Client has complied and will continue to comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, in sharing personal data with Recovia Ltd.

PART 2 — TERMS AND CONDITIONS

These Terms and Conditions govern the provision of debt recovery services by Recovia Ltd to the Client and form a binding legal agreement. Unless the context otherwise requires, capitalised terms have the meanings given in Clause 1. Schedules 1 (Data Protection) and 2 (Disbursements) form part of these Terms.

1. Definitions

In these Terms and Conditions, the following definitions apply:

- **"Client"** — means the person or entity that has executed this Letter of Authority and engaged Recovia Ltd for debt recovery services.

- **"Debtor"** — means the individual or entity who owes a sum of money to the Client.
- **"Debt"** — means any outstanding sum referred to Recovia Ltd by the Client for recovery.
- **"Instruction"** — means the referral by the Client of one or more Debts against a single Debtor, together with all further invoices against the same Debtor referred within 30 days of that referral.
- **"Recovered Sum"** — means the total amount actually collected from the Debtor in respect of the Debt, including any VAT element of the underlying invoice, but excluding (a) any court fees or disbursements recovered and (b) any statutory interest and fixed compensation recovered under the Late Payment of Commercial Debts (Interest) Act 1998. For the avoidance of doubt, no Recovia Fee is charged on statutory interest or fixed compensation recovered from the Debtor.
- **"Recovery Stage"** — means the stage of the recovery process at which a Recovered Sum is received, determined in accordance with Clause 5.1.
- **"Recovia Fee"** — means the commission payable to Recovia Ltd calculated in accordance with Clause 5, which constitutes the reasonable debt recovery costs for the purposes of section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.
- **"Minimum Fee"** — means the minimum Recovia Fee payable in respect of an Instruction on which any recovery is made, as set out in Clause 5.4.
- **"Case Management Fee"** — means the fee payable under Clause 9.4 in respect of Recovia Ltd's management of legal proceedings.
- **"Direct Payment"** — means any payment made by the Debtor directly to the Client without passing through Recovia Ltd, following the referral of the Debt.
- **"Payment Plan"** — means any arrangement agreed with a Debtor for the repayment of a Debt by way of scheduled instalments.

2. Appointment and Authority

2.1 The Client appoints Recovia Ltd as its exclusive agent for the recovery of referred Debts for the duration of each Instruction.

2.2 Recovia Ltd accepts such appointment subject to these Terms and Conditions.

2.3 Recovia Ltd reserves the right to decline any Instruction at its sole discretion, without being required to provide reasons.

2.4 Recovia Ltd is not a firm of solicitors and is not regulated by the Solicitors Regulation Authority. Legal proceedings are conducted through Recovia Ltd's appointed solicitors, who are separately regulated.

2.5 This agreement is governed by the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.

3. Client Obligations

3.1 The Client shall provide Recovia Ltd with all information and documentation reasonably required to pursue recovery of the Debt, including but not limited to: the full name and address of the Debtor, copies of invoices, contracts, correspondence, and any prior payment history.

3.2 The Client shall promptly notify Recovia Ltd of any communications received directly from the Debtor, including any payments made directly to the Client, dispute notifications, or insolvency proceedings.

3.3 The Client shall not take any independent action in relation to a referred Debt without first notifying Recovia Ltd in writing.

3.4 The Client warrants that all information provided is accurate, complete and not misleading, and that it has correctly identified the legal entity or individual liable for the Debt.

3.5 The Client shall respond to requests for authorisation or information from Recovia Ltd within 5 business days. Failure to respond may result in case activity being suspended until a response is received.

4. Services Provided

Recovia Ltd will use reasonable endeavours to recover referred Debts and may, at its discretion and where appropriate:

- Issue formal demand letters and notices to the Debtor, in compliance with the Pre-Action Protocol for Debt Claims where applicable;
- Engage in telephone, email, WhatsApp, SMS and written negotiations with the Debtor;
- Instruct field agents to attend the Debtor's premises;
- Instruct solicitors to issue legal proceedings or statutory demands;
- Conduct debtor tracing where the Debtor's location is unknown;
- Engage with credit reference agencies where lawfully permitted.

Recovia Ltd does not guarantee recovery of any Debt and shall not be liable to the Client for any failure to recover where reasonable steps have been taken.

5. Fee Structure

The Recovia Fee is calculated by reference to (a) the Recovery Stage at which sums are recovered and (b) the value of the Recovered Sum. All fee percentages are exclusive of VAT, which is charged in addition at the prevailing rate. The Recovia Fee constitutes the reasonable debt recovery costs for the purposes of section 5A of the Late Payment of Commercial Debts (Interest) Act 1998 and is ordinarily sought from the Debtor in addition to the statutory charges described in Clause 5.12 below. Recovia Ltd will not seek to recover both the Recovia Fee and a separate claim for reasonable recovery costs from the Debtor; the Recovia Fee represents that cost in full.

5.1 Recovery Stages. The Recovery Stage applicable to any sum recovered is the stage that had been reached at the date that sum is received in cleared funds, determined as follows:

Stage	Description	Trigger
Stage 1	Letter Before Action	Received within 14 days of the date of the Letter Before Action
Stage 2	Pre-legal collection	Received more than 14 but not more than 60 days after the date of the Letter Before Action
Stage 3	Extended collection / Payment Plan	Received more than 60 days after the date of the Letter Before Action, or under an agreed Payment Plan
Stage 4	Legal proceedings	Received on or after the date a claim form is issued at court
Stage 5	Enforcement	Received on or after the date enforcement action is commenced, including High Court enforcement, attachment of earnings, charging order, or a statutory demand, winding-up or bankruptcy petition

Where a Debt is recovered by way of a Payment Plan, the Recovery Stage is fixed at the stage that had been reached on the date the Payment Plan was agreed, and that stage applies to every instalment received under it, notwithstanding the passage of time. Recovia Ltd will confirm the applicable Recovery Stage to the Client in writing at the point each stage is reached.

5.2 Fee rates. The following percentages apply to the Recovered Sum under each Instruction:

Recovery Stage	First £5,000.00	£5,000.01 – £25,000.00	Above £25,000.00
Stage 1 — Letter Before Action	10%	8%	6%
Stage 2 — Pre-legal collection	15%	12%	9%
Stage 3 — Extended / Payment Plan	18%	15%	11%
Stage 4 — Legal proceedings	22%	18%	13%
Stage 5 — Enforcement	25%	20%	15%

5.3 How the fee is calculated. The value bands operate on a marginal basis. Each rate applies only to the portion of the Recovered Sum falling within that band, in the same way as income tax bands. No rate is applied to the whole of the Recovered Sum.

> **Worked example A** — A Debt of £3,232.08 is recovered 30 days after the Letter Before Action (Stage 2). The whole sum falls within the first band, so the Recovia Fee is 15% × £3,232.08 = **£484.81**, plus VAT.
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> **Worked example B** — A Debt of £30,000.00 is recovered under a Payment Plan (Stage 3). The fee is calculated in three parts: 18% on the first £5,000.00 (£900.00), plus 15% on the next £20,000.00 (£3,000.00), plus 11% on the remaining £5,000.00 (£550.00). Total Recovia Fee = **£4,450.00**, plus VAT — an effective rate of 14.83%.

5.4 Minimum Fee. Where any recovery is made under an Instruction, the Recovia Fee shall be the greater of (a) the fee calculated under Clauses 5.2 and 5.3 and (b) a Minimum Fee of £300.00, exclusive of VAT. The Minimum Fee applies once per Instruction and not to each instalment or part payment. For the avoidance of doubt, no Minimum Fee is payable where no recovery is made.

5.5 The Recovia Fee is ordinarily sought from the Debtor and added to the outstanding balance of the Debt as a recovery cost. Where such fees are successfully recovered from the Debtor, no fee will be deducted from the sum remitted to the Client.

5.6 Where the Recovia Fee is not recovered from the Debtor (in whole or in part), Recovia Ltd reserves the right to deduct the outstanding fee from the Recovered Sum prior to remittance to the Client.

5.7 Reasonableness and transparency. Recovia Ltd will claim from the Debtor only such part of the Recovia Fee as is reasonable in the circumstances of the particular Debt for the purposes of section 5A of the Late Payment of Commercial Debts (Interest) Act 1998. Where Recovia Ltd anticipates that any material part of the Recovia Fee is unlikely to be recoverable from the Debtor, and would therefore fall to be deducted from the Recovered Sum under Clause 5.6, Recovia Ltd will notify the Client in writing before that stage of work is undertaken. Nothing in this Clause obliges the Client to authorise further work.

5.8 All fees are subject to VAT at the prevailing rate.

5.9 No fee is payable in respect of Recovia Ltd's recovery services where no recovery is made. This does not affect the Client's liability for court fees, disbursements and the Case Management Fee described in Clause 9, which are payable where the Client has authorised legal proceedings, whether or not those proceedings result in recovery.

5.10 Aggregation. Where an Instruction comprises more than one invoice against the same Debtor, the value bands in Clause 5.2 are applied to the total Recovered Sum across all invoices referred under that Instruction. Invoices against the same Debtor referred within 30 days of one another form a single Instruction and will not be treated separately for the purpose of calculating the Recovia Fee.

5.11 Where a Debt is settled or compromised for less than the full outstanding balance, the Recovia Fee is calculated on the sum actually recovered.

5.12 Statutory charges. In addition to the Recovia Fee, Recovia Ltd may apply to the Debtor's outstanding balance the statutory charges available under the Late Payment of Commercial Debts (Interest) Act 1998, where applicable. These charges — comprising statutory interest at 8% above the Bank of England base rate (accruing daily from the day after the payment due date) and fixed compensation of £40, £70 or £100 per invoice (depending on the invoice value) — are separate statutory entitlements sought from the Debtor. Their application does not reduce the amount remitted to the Client, and no Recovia Fee is charged on them. In accordance with section 5A(2A) of the Act, where fixed compensation is also claimed the Recovia Fee will be claimed from the Debtor only to the extent that it exceeds the fixed compensation claimed on the same invoice.

> **Worked example C — how the fixed compensation offset works.** A Debt of £3,232.08 is recovered at Stage 2. The Recovia Fee is £484.81 and fixed compensation of £70.00 applies to the invoice. Recovia Ltd claims £70.00 compensation and £414.81 of its fee from the Debtor (£484.81 less £70.00), so that no sum is claimed twice. The Debtor pays in full. The Client receives the £3,232.08 principal plus the £70.00 compensation, less the £70.00 balance of the Recovia Fee deducted under Clause 5.6 — a net remittance of £3,232.08. Recovia Ltd receives its full fee of £484.81 plus VAT. The Client is no worse off than if no compensation had been claimed.

5.13 Retainer and fixed-fee agreements. Where the Client and Recovia Ltd have entered into a separate written retainer or fixed-fee agreement, the rates in Clause 5.2 apply as varied by that agreement. In the event of any conflict, the terms of the retainer agreement prevail in respect of the Debts to which it applies.

6. Direct Payments — Debtor Pays Client Directly

6.1 Where a Debtor makes payment directly to the Client following the referral of a Debt to Recovia Ltd, the Client must notify Recovia Ltd in writing within 5 business days of receipt of such payment.

6.2 In such circumstances, the applicable Recovia Fee shall remain payable by the Client on the full amount received from the Debtor, as if the payment had been made through Recovia Ltd, and calculated at the Recovery Stage applicable at the date of receipt.

6.3 Recovia Ltd will issue an invoice to the Client for the applicable fee within a reasonable time following notification of the Direct Payment.

6.4 Payment of the invoice issued pursuant to this Clause is due within 7 days of the invoice date.

6.5 Failure to notify Recovia Ltd of a Direct Payment may be treated as a breach of this agreement, and Recovia Ltd reserves the right to pursue recovery of its fee accordingly.

7. Payment, Remittance and Appropriation

7.1 Where Recovia Ltd receives payment from a Debtor, the Recovered Sum (less the applicable Recovia Fee and any court fees or disbursements incurred, to the extent those fees and disbursements have not already been invoiced to and paid by the Client) will be remitted to the Client promptly — ordinarily within 5 business days, and in any event within 14 days — of receipt and clearance of funds.

7.2 All invoices raised by Recovia Ltd in respect of fees payable by the Client are due and payable within 7 days of the invoice date.

7.3 Recovia Ltd will provide the Client with a written statement detailing all sums received, fees deducted and amounts remitted upon each remittance.

7.4 In addition to remittance statements, Recovia Ltd will provide the Client with a monthly case summary statement detailing the status of all active referrals, sums recovered in the period, the Recovery Stage of each active matter, and any outstanding actions. Monthly statements will be issued within 5 business days of the end of each calendar month.

7.5 Where a Debtor makes a payment that is less than the full outstanding balance and does not validly appropriate that payment to a particular element of the Debt, the sum received will be applied in the following order: (a) court fees and disbursements incurred; (b) the Recovia Fee; (c) the principal Debt; and (d) statutory interest and fixed compensation. The Client may direct a different order of appropriation by notice in writing.

7.6 **Client account and receipt of funds.** Payments from Debtors are received into a designated receiving account operated by Recovia Ltd. That account is configured to receive credits only: it cannot accept direct debits and cannot originate outbound payments. Funds received are transferred promptly to Recovia Ltd's designated client account, which is held separately from Recovia Ltd's own trading funds and on trust for the Client pending remittance. Client money does not form part of Recovia Ltd's assets. Any interest earned on sums held is retained by Recovia Ltd in consideration of the operation, reconciliation and administration of those accounts.

7.7 **Payment details and fraud prevention.** Recovia Ltd's bank details are published at www.recoviaholdings.co.uk and stated on its formal correspondence. **Recovia Ltd will never notify a change to its bank details by email alone.** Any communication appearing to change Recovia Ltd's payment details should be treated as suspicious and verified by telephone, using the number published on the Recovia Ltd website, before any payment is made. The Client agrees to apply equivalent verification before acting on any communication appearing to change the Client's own remittance details.

8. Payment Plans and Settlements

8.1 Where a Debtor proposes to repay a Debt by way of a Payment Plan, Recovia Ltd will present the proposed terms to the Client for review and approval prior to acceptance. Recovia Ltd will not accept or confirm any Payment Plan on the Client's behalf without the Client's prior written consent, save where the Client has provided express standing instructions to do so in respect of particular cases or value thresholds.

8.2 Where possible and in all cases where Recovia Ltd considers it reasonable to do so, Recovia Ltd will seek to secure the first instalment payment from the Debtor on the date the Payment Plan is agreed, as a condition of its acceptance. Failure by the Debtor to make the first instalment on the agreed date may result in the Payment Plan being withdrawn and alternative recovery action being taken.

8.3 Where a Debt is recovered by way of a Payment Plan, the Recovia Fee will be calculated and deducted on each instalment as it is received and cleared, at the rate applicable to the Recovery Stage fixed under Clause 5.1. Where the Minimum Fee applies, it is satisfied from the earliest instalments received.

8.4 In the event of a Debtor defaulting on a Payment Plan, Recovia Ltd will notify the Client promptly and recommend the appropriate course of action. Any further legal steps will remain subject to the prior written authorisation provisions set out in Clause 9.

8.5 Recovia Ltd will not compromise, discount or write off any part of a Debt without the Client's prior written approval, save where the Client has given express standing instructions permitting settlement at or above a stated threshold. Any concession offered to a Debtor will be expressed to lapse on default.

9. Court Fees, Legal Proceedings and Disbursements

9.1 Where legal proceedings are necessary to recover a Debt, any court fees, solicitor costs, or other disbursements incurred will be sought from the Debtor as part of the claim.

9.2 Where Recovia Ltd recommends the issue of legal proceedings, Recovia Ltd will provide the Client with a written summary of all anticipated court fees, disbursements and the Case Management Fee before any action is taken, together with a summary of pre-litigation due diligence and an assessment of the prospects of recovery. No proceedings will be commenced until the Client has provided written authorisation.

9.3 Upon receipt of the Client's written authorisation to proceed, Recovia Ltd will issue an invoice to the Client covering (a) the applicable court fee and (b) a fixed administration fee of £40.00 charged by Recovia Ltd's appointed solicitors for the preparation and issue of the claim. Both items are disbursements recharged to the Client at cost and no mark-up is applied by Recovia Ltd. Payment of this invoice is due within 7 days of the invoice date. Schedule 2 sets out common disbursements.

9.4 **Case Management Fee.** In addition to the disbursements described in Clause 9.3, a Case Management Fee of £150.00 plus VAT is payable by the Client in respect of Recovia Ltd's preparation, instruction and ongoing management of the proceedings. This fee is charged by Recovia Ltd for its own work and is not a disbursement. It is invoiced at the same time as the disbursements under Clause 9.3 and is payable whether or not the proceedings result in recovery. Where a recovery is subsequently made, the Case Management Fee is credited in full against the Recovia Fee payable on that recovery, so that no additional charge arises on a successful claim.

9.5 Where court fees or disbursements cannot be recovered from the Debtor following proceedings, Recovia Ltd will communicate this to the Client in writing. The Client acknowledges that the issuing of legal proceedings carries no guarantee of recovery and that court fees may be irrecoverable in the event of an unsuccessful claim or insolvent Debtor.

9.6 Where a Debtor contests a claim and the matter proceeds to a full hearing, all additional costs will be communicated to the Client in writing before being incurred, and the Client's written authorisation will be sought prior to each material step. Recovia Ltd's appointed solicitors will represent the Client's interests throughout any contested proceedings.

9.7 For the avoidance of doubt, court fees, disbursements and the Case Management Fee payable under Clauses 9.3 and 9.4 are not contingent on recovery and remain payable by the Client whether or not the proceedings result in recovery.

10. Late Payment Interest

10.1 Where any invoice issued by Recovia Ltd remains unpaid beyond the 7-day payment term, Recovia Ltd reserves the right to charge statutory interest on the outstanding balance under the Late Payment of Commercial Debts (Interest) Act 1998, currently at 8% above the Bank of England base rate.

10.2 Interest will accrue on a daily basis from the due date until the date of actual payment.

11. Disputed Debts

11.1 Where a Debtor raises a dispute in respect of a referred Debt, Recovia Ltd will notify the Client promptly and provide details of the dispute raised.

11.2 Recovia Ltd may suspend recovery action pending the Client's response and further instructions.

11.3 Where a dispute is, in Recovia Ltd's reasonable opinion, genuine and substantial, Recovia Ltd may decline to continue and return the file to the Client. No Recovia Fee, including the Minimum Fee, is payable on a returned file, save in respect of sums already recovered.

11.4 The Client warrants that it has disclosed all known disputes at the point of referral, and shall indemnify Recovia Ltd against any claim, loss or cost arising from recovery action taken in respect of a Debt which the Client knew or ought reasonably to have known was disputed, or in respect of which the Client did not have the right to instruct recovery.

12. Data Protection

12.1 Both parties agree to comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Schedule 1 sets out the parties' respective roles and the data processing terms, and forms part of this agreement.

12.2 The Client authorises Recovia Ltd to process personal data relating to Debtors for the purposes of debt recovery as described in these Terms and Schedule 1.

12.3 Recovia Ltd will not share Debtor data with any third party except where necessary for the purpose of recovery or as required by law.

13. Confidentiality

Both parties agree to keep confidential all information relating to the other party's business affairs, financial information and clients, and not to disclose such information to any third party without prior written consent, except where required by law or regulation. This obligation survives termination of this agreement for a period of 5 years.

14. Limitation of Liability

14.1 Nothing in this agreement limits or excludes the liability of either party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be limited or excluded.

14.2 Subject to Clause 14.1, and to the fullest extent permitted by law, Recovia Ltd shall not be liable to the Client for any indirect, consequential or incidental loss arising from the provision of its services, nor for any loss arising from the Debtor's insolvency or inability to pay, nor for any loss arising from inaccurate or incomplete information provided by the Client.

14.3 Subject to Clause 14.1, Recovia Ltd's total liability to the Client in respect of any single matter, or series of connected matters, shall not exceed the greater of (a) £25,000.00 and (b) the total fees paid by the Client to Recovia Ltd in the 12 months preceding the relevant claim.

14.4 The Client acknowledges that the limit in Clause 14.3 is a fair and reasonable allocation of risk between the parties, having regard to the fees payable under this agreement and the Client's ability to insure against loss.

15. Termination

15.1 Either party may terminate this agreement by providing 14 days' written notice to the other party.

15.2 Upon termination, the Client remains liable for any Recovia Fees accrued in respect of Debts referred prior to the date of termination.

15.3 Where a Debt referred prior to termination is paid by the Debtor, whether to Recovia Ltd or directly to the Client, within 12 months of the date of termination, the applicable Recovia Fee remains payable by the Client. No fee is payable in respect of any payment received after that 12-month period.

15.4 Recovia Ltd may terminate this agreement immediately and without notice if the Client is in material breach of these Terms or becomes insolvent.

15.5 On termination, Recovia Ltd shall cease all recovery activity, return Client documents and data within 14 days (subject to any legal retention obligation), and remit any recovered funds held on behalf of the Client in accordance with Clause 7.1, net of any outstanding fees and authorised disbursements.

16. Entire Agreement and Versions

16.1 This document, together with its Schedules, constitutes the entire agreement between the parties in relation to debt recovery services and supersedes all prior representations, negotiations and agreements, including any previously published standalone terms and conditions. Any variation to these Terms must be agreed in writing by both parties.

16.2 These Terms are issued in numbered revisions. The revision executed by the Client governs the relationship between the parties and continues to apply to all Debts referred under it until the parties execute a later revision in writing. Recovia Ltd maintains a record of the revision applicable to each Client and will provide a copy on request.

17. Complaints

If the Client is dissatisfied with any aspect of Recovia Ltd's service, complaints may be made by email to complaints@recoviaholdings.co.uk, by telephone on 01527 369593, or by post to the registered office. Complaints will be acknowledged within 3 business days and a full response provided within 8 weeks. Recovia Ltd's complaints procedure is published at www.recoviaholdings.co.uk.

18. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 — DATA PROTECTION

This Schedule sets out the parties' data protection roles and obligations for the purposes of the UK GDPR and the Data Protection Act 2018, and forms part of the agreement.

S1.1 Roles

(a) The Client is a Data Controller in respect of personal data relating to Debtors and its own business contacts which it provides to Recovia Ltd.

(b) Recovia Ltd acts as an **independent Data Controller** in respect of personal data it processes in the course of providing the services, including data obtained through credit searches, insolvency searches, tracing activity, Companies House, Land Registry and its own case management records. Recovia Ltd determines the means and manner of recovery activity and is accordingly a controller, not a processor, in respect of that activity.

(c) Where, exceptionally, Recovia Ltd processes personal data solely on the Client's documented instructions, it does so as Data Processor and the obligations in S1.4 apply to that processing.

S1.2 Processing details

Subject matter	Recovery of commercial debts owed to the Client
Duration	The term of the agreement plus 6 years post-termination (legal retention)
Nature and purpose	Collection, storage, use and disclosure of personal data to identify, locate, contact and negotiate with Debtors and to pursue legal remedies
Types of personal data	Names, addresses, contact details, employment information, financial information, credit history, communications records
Data subjects	Debtors (individuals, sole traders, directors, partners); Client contacts

S1.3 Lawful basis and registration

Recovia Ltd processes Debtor personal data on the basis of legitimate interests — the recovery of lawfully owed debts — and is registered with the Information Commissioner's Office (registration number ZC115879).

S1.4 Recovia Ltd obligations

- Implement appropriate technical and organisational security measures, including encryption of data in transit and access controls;
- Ensure persons processing personal data are bound by confidentiality obligations;
- Disclose personal data only to the recipients described in S1.5 or as required by law;
- Notify the Client without undue delay on becoming aware of a personal data breach affecting the Client's data;
- Assist the Client, so far as reasonably practicable, with data subject rights requests relating to data the Client controls;
- On termination and at the Client's election, return or delete personal data provided by the Client, save where retention is required by law;
- Not transfer personal data outside the UK without appropriate safeguards under UK GDPR, and inform the Client before any transfer required for international recovery.

S1.5 Recipients

Personal data may be shared, to the extent necessary for recovery, with: the Client; Recovia Ltd's appointed solicitors; High Court Enforcement Officers; tracing agents; credit reference agencies; and Recovia Ltd's case management and IT systems providers, a current list of which is available on request. Recovia Ltd does not sell personal data.

S1.6 Client obligations

The Client warrants that it has a lawful basis for providing Debtor personal data to Recovia Ltd and that such provision complies with applicable data protection legislation. The Client shall indemnify Recovia Ltd against claims, losses and expenses arising from the Client's failure to comply with this Schedule.

SCHEDULE 2 — COMMON DISBURSEMENTS

Disbursements are recharged at cost with no mark-up, are incurred only with the Client's prior written authorisation, and are payable within 7 days of invoice. Typical items:

Item	Basis
HMCTS court issue fee	HMCTS scale fee — advised in writing before issue
Solicitors' claim preparation fee	£40.00 per claim
High Court Enforcement Officer writ fee	Variable — advised in writing before instruction
Process server	Variable — advised in writing before instruction
Credit / insolvency search	At cost — typically £5–£15 per search
Land Registry search	At cost — typically £3–£7

The Case Management Fee of £150.00 plus VAT under Clause 9.4 is Recovia Ltd's own charge and is not a disbursement. Court fees are generally recoverable from the Debtor as part of a successful claim.

Document REC-LEG-001S · Version E · Effective 13 August 2026. Specimen published for information. This revision supersedes all earlier revisions and the standalone Client Terms & Conditions v1.0 (June 2026), which is withdrawn. To instruct Recovia Ltd, request an execution copy: contact@recoviaholdings.co.uk · 01527 369593.