CLIENT TERMS & CONDITIONS

Recovia Ltd — Debt Recovery & Enforcement Services

Version 1.0 | June 2026

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Company number	16956861
VAT number	GB510960807
Telephone	01527 304059
Email	contact@recoviaholdings.co.uk
Website	www.recoviaholdings.co.uk
Legal partner	Clarion Solicitors, Manchester
Bank account	RECOVIA LTD | Lloyds Bank | Sort: 30-54-66 | Acc: 86187968

IMPORTANT: Please read these Terms and Conditions carefully before instructing Recovia Ltd. By signing a Letter of Authority or otherwise instructing Recovia to act on your behalf, you agree to be bound by these Terms. These Terms constitute the entire agreement between you (the Client) and Recovia Ltd in relation to the provision of debt recovery services, and supersede all prior representations, discussions and agreements.

1. Definitions

In these Terms and Conditions, the following definitions apply:

"Agreement"	These Terms and Conditions together with the Letter of Authority and any Case Instruction Form, as varied from time to time by agreement in writing.
"Case"	Each individual debt recovery matter referred by the Client to Recovia under the Agreement.
"Client"	The business or individual instructing Recovia to recover a Debt on their behalf, as identified in the Letter of Authority.
"Client Money Account"	The designated segregated bank account held by Recovia for the purpose of receiving and holding recovered funds on behalf of Clients.
"Compensation"	The fixed statutory compensation payable under the Late Payment of Commercial Debts (Interest) Act 1998 — £40 (debts under £1,000), £70 (£1,000–£9,999.99), £100 (£10,000+).
"Debt"	The amount owed to the Client by the Debtor, as notified to Recovia in the Case Instruction Form, including all contractual sums, interest and charges.
"Debtor"	The person or entity from whom Recovia is instructed to recover the Debt on behalf of the Client.
"Disbursements"	Court filing fees, High Court Enforcement Officer fees, solicitor fees, process server fees and any other third-party costs incurred in the recovery of a Debt, as authorised by the Client in writing.
"Engagement Letter"	The letter or email confirming Recovia's appointment, the applicable fee model and any case-specific terms.
"Fee"	Recovia's remuneration for the Services, as set out in Clause 6.
"Letter of Authority"	The document signed by the Client authorising Recovia to act on their behalf in the recovery of specified Debts.
"Recovered Funds"	Any sum received by Recovia from or on behalf of the Debtor in full or partial satisfaction of a Debt.
"Services"	The debt recovery, enforcement and related services provided by Recovia to the Client under the Agreement.
"Working Day"	Any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Appointment & Authority

2.1 By signing the Letter of Authority and/or submitting a Case Instruction Form, the Client appoints Recovia as its authorised agent to carry out the Services in relation to each referred Case.

2.2 The Letter of Authority covers all Cases referred by the Client during the term of the Agreement and remains in force until terminated in accordance with Clause 14.

2.3 Recovia is authorised to: issue Letters Before Action and formal demand correspondence; negotiate with Debtors on the Client's behalf; agree payment plans subject to Clause 9; and take such further steps as are agreed with the Client in writing.

2.4 Recovia is not authorised to: issue court proceedings; instruct solicitors; or take any step incurring expenditure on the Client's behalf, without the Client's prior written authorisation in each case.

2.5 The Client warrants that it has the legal right to recover each Debt referred, that the Debt is undisputed (or that any dispute has been disclosed to Recovia), and that it has provided Recovia with all material information relating to the Debt and the Debtor.

2.6 Recovia is not a firm of solicitors and is not regulated by the Solicitors Regulation Authority. Legal proceedings are conducted in partnership with Clarion Solicitors, Manchester, who are separately regulated by the SRA.

3. Services

3.1 Standard Services

Recovia's standard services include:

- Debtor due diligence: credit checks, insolvency searches, director checks, address tracing and asset searches
- Formal Letter Before Action (LBA) in compliance with the Pre-Action Protocol for Debt Claims (2017)
- Multi-channel debtor engagement: written correspondence, telephone, email and field visits where appropriate
- Negotiation and management of payment arrangements, subject to Client approval
- Statutory interest and compensation calculations under the Late Payment of Commercial Debts (Interest) Act 1998
- Referral to Clarion Solicitors for County Court Judgment (CCJ) applications, subject to Client authorisation
- Post-judgment enforcement coordination: High Court Enforcement Officers, attachment of earnings, charging orders
- Debtor tracing services
- Case management, progress reporting and remittance of Recovered Funds

3.2 Additional Services

Additional services (including international recovery, insolvency proceedings, and high-value commercial claims) may be available by separate written agreement. Recovia will confirm the scope and fees for any additional services in writing before commencing.

3.3 Service Standards

3.3.1 Recovia will perform the Services with reasonable skill and care and in accordance with applicable law and regulation.

3.3.2 Recovia will keep the Client reasonably informed of material developments in each Case and will seek the Client's written authorisation before taking any step that incurs cost or legal obligation.

3.3.3 Recovia does not guarantee recovery of any Debt. The outcome of each Case depends on the Debtor's financial position and other factors outside Recovia's control.

4. Client Obligations

4.1 The Client shall provide Recovia with all information and documentation reasonably required to pursue each Case, including: copies of all invoices, contracts, purchase orders and correspondence giving rise to the Debt; the Debtor's full legal name, registered address and contact details; and details of any dispute, partial payment or prior agreement.

4.2 The Client shall notify Recovia immediately if: it receives any payment directly from the Debtor; the Debtor contacts the Client directly; the Debt is subject to any dispute, set-off or counterclaim; or the Debtor becomes subject to any insolvency procedure.

4.3 The Client shall not, without Recovia's prior written consent, communicate directly with the Debtor in relation to the Debt once a Case has been referred, other than to notify Recovia of any direct contact received.

4.4 The Client warrants that: all information provided to Recovia is accurate and complete; the Debt is legally valid and enforceable; and the Client is entitled to instruct Recovia to pursue recovery.

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

5. Due Diligence & Legal Action

5.1 Before recommending legal action, Recovia will conduct pre-litigation due diligence on the Debtor including credit checks, insolvency searches and asset assessments. Recovia will not recommend legal action where due diligence indicates the Debtor is insolvent or where the cost of proceedings is likely to exceed the prospect of recovery.

5.2 Recovia will not issue court proceedings without the Client's prior written authorisation in each case. Before seeking authorisation, Recovia will provide the Client with: a summary of due diligence findings; the recommended course of action; an itemised schedule of all costs and Disbursements that will be incurred; and a realistic assessment of prospects of recovery.

5.3 All CCJ applications are made via Money Claim Online (MCOL) in the Client's name, coordinated by Recovia and, where instructed, Clarion Solicitors. The Client is the named Claimant on all court claims.

5.4 Disbursements (including court fees) will be payable by the Client before they are incurred, unless otherwise agreed in writing. Disbursements paid by Recovia on the Client's behalf will be invoiced separately and are payable within 14 days.

6. Fees & Charges

> Recovia operates two fee models. The applicable model is confirmed in the Engagement Letter. Where no model is specified, the No Win, No Fee model applies.

6.1 Model A — No Win, No Fee

6.1.1 Under this model, Recovia charges no upfront fee. Recovia's Fee is a success fee calculated as a percentage of Recovered Funds, deducted at the point of remittance:

Debt value under £4,999.99	10% of Recovered Funds
Debt value £5,000 – £9,999.99	15% of Recovered Funds
Debt value £10,000 and above	20% of Recovered Funds

6.1.2 The Fee is calculated on the gross amount recovered from the Debtor, including statutory interest and compensation, before deduction of Disbursements.

6.1.3 Where recovery is partial (including where a payment plan is agreed), the Fee is calculated on each sum received and deducted at the point of each remittance to the Client.

6.1.4 No Fee is payable if no Recovered Funds are received by Recovia. For the avoidance of doubt, if Recovia carries out work on a Case but no funds are recovered, no Fee is payable by the Client under this model, other than Disbursements previously authorised.

6.2 Model B — Upfront Fee + Reduced Success Fee

6.2.1 Under this model, the Client pays an agreed upfront case fee as specified in the Engagement Letter, payable within 14 days of instruction. A reduced success fee is also payable on Recovered Funds:

Upfront case fee	As specified in the Engagement Letter
Success fee — under £4,999.99	5% of Recovered Funds
Success fee — £5,000–£9,999.99	8% of Recovered Funds
Success fee — £10,000+	10% of Recovered Funds

6.2.2 The upfront fee is non-refundable once Recovia has commenced work on a Case, except as set out in Clause 14.4.

6.2.3 The upfront fee does not include Disbursements, which remain payable separately as set out in Clause 6.4.

6.3 Statutory Interest & Compensation

6.3.1 On all eligible B2B commercial debt Claims, Recovia will apply statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, calculated at 8% above the Bank of England base rate per annum on a daily basis from the date the Debt fell due.

6.3.2 Fixed statutory compensation under the Act will also be added to each eligible Claim as set out in Clause 1 (Compensation).

6.3.3 Statutory interest and compensation recovered from the Debtor form part of the Recovered Funds and are subject to the Fee calculation.

6.4 Disbursements

6.4.1 Disbursements are charged to the Client at cost, without markup. Common Disbursements include:

HMCTS court fee	Variable — HMCTS scale fee; advised in writing before issue

Clarion Solicitors admin	£40 per claim — CCJ filing fee
HCEO 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–£6

6.4.2 No Disbursements will be incurred without the Client's prior written authorisation. Where the Client authorises Disbursements, they are payable within 14 days of Recovia's invoice.

6.5 VAT

6.5.1 All Fees and charges are exclusive of VAT. VAT will be charged at the prevailing rate where applicable. Recovia VAT registration number: GB510960807.

7. Client Money

7.1 All Recovered Funds received by Recovia are held in a designated segregated Client Money Account (Lloyds Bank plc, Account Name: RECOVIA LTD CLIENT ACCOUNT, Sort Code: 30-54-66) on trust for the Client, separately from Recovia's own operating funds.

7.2 Recovia will remit Recovered Funds to the Client within 14 Working Days of receipt of cleared funds, net of Recovia's Fee and any authorised Disbursements.

7.3 Each remittance will be accompanied by a remittance statement showing: the gross amount received; an itemised breakdown of all deductions; and the net amount remitted.

7.4 Client money is held on trust and does not form part of Recovia's assets. In the event of Recovia's insolvency, Client money is protected and will be returned to Clients.

7.5 If the Client receives payment directly from a Debtor in relation to an active Case, the Client must notify Recovia immediately. Recovia's Fee calculated on the amount directly received remains payable by the Client.

8. Payment Terms

8.1 Invoices issued by Recovia under Model B (upfront fees) and for Disbursements are payable within 14 days of the invoice date.

8.2 Payment may be made by bank transfer to: RECOVIA LTD, Lloyds Bank, Sort Code: 30-54-66, Account Number: 86187968. Please use the invoice reference as payment reference.

8.3 Late payment of Recovia invoices is subject to statutory interest at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date.

8.4 Recovia reserves the right to suspend Services on any Case where an invoice remains unpaid beyond its due date, until payment is received.

9. Payment Plans & Settlements

9.1 Recovia may negotiate a payment plan or partial settlement with a Debtor, subject to the Client's prior written approval in each case.

9.2 Any payment plan agreed must be: documented in writing and confirmed by the Debtor; reported to the Client; and consistent with the Client's instructions.

9.3 Recovia's Fee is calculated on each instalment as received under Model A, or at the point of final settlement under Model B, as agreed in the Engagement Letter.

9.4 Where a Debtor defaults on an agreed payment plan, Recovia will notify the Client and seek fresh instructions before resuming recovery action.

10. Confidentiality

10.1 Each party shall keep confidential all Confidential Information of the other party and shall not disclose it to any third party without prior written consent, except as required by law, court order or regulatory authority.

10.2 "Confidential Information" means all non-public information disclosed by one party to the other in connection with the Agreement, including information about Debtors, Clients, Cases, fees and business operations.

10.3 Recovia may disclose Client and Debtor information to Clarion Solicitors, High Court Enforcement Officers, tracing agents and other third parties to the extent necessary to provide the Services. All such parties are bound by appropriate confidentiality obligations.

10.4 The obligations in this Clause survive termination of the Agreement for a period of 5 years.

11. Limitation of Liability

11.1 Nothing in this Agreement limits either party's liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited by law.

11.2 Recovia's total liability to the Client arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by the Client to Recovia in the 12 months preceding the event giving rise to the liability, or £10,000, whichever is greater.

11.3 Recovia shall not be liable for: any indirect, consequential or special loss; loss of profit, revenue, business or goodwill; loss arising from the Debtor's insolvency or inability to pay; or loss arising from inaccurate or incomplete information provided by the Client.

11.4 Recovia does not guarantee the recovery of any Debt and shall not be liable for failure to recover where such failure arises from factors outside Recovia's reasonable control, including but not limited to the Debtor's financial position, insolvency, or evasion.

12. Data Protection & GDPR

This clause constitutes Recovia's Data Processing Agreement with the Client for the purposes of Article 28 of the UK GDPR and the Data Protection Act 2018.

12.1 Roles

12.1.1 The Client is the Data Controller in respect of personal data relating to Debtors and its own business contacts, which it provides to Recovia for the purpose of debt recovery.

12.1.2 Recovia acts as Data Processor when processing personal data on the Client's behalf in the course of providing the Services.

12.1.3 Recovia acts as an independent Data Controller in respect of its own business records, compliance obligations and any data it collects independently in the course of its operations (including debtor tracing and credit checks).

12.2 Processing Details

Subject matter	Recovery of commercial debts owed to the Client
Duration	For the term of the Agreement plus 6 years post-termination (legal retention obligation)
Nature of processing	Collection, storage, use, disclosure, erasure and destruction of personal data in connection with debt recovery activity

Purpose	To provide the Services — specifically to identify, locate, contact and negotiate with Debtors and to pursue legal remedies on the Client's behalf
Types of personal data	Names, addresses, contact details, employment information, financial information, credit history, communications records
Categories of data subjects	Debtors (individuals, sole traders, directors, partners); Client contacts

12.3 Recovia's Obligations as Data Processor

Where acting as Data Processor, Recovia shall:

- Process personal data only on the Client's documented instructions, unless required to do so by applicable law
- Ensure that persons authorised to process the personal data are bound by appropriate confidentiality obligations
- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption of data in transit, access controls, and regular security reviews
- Not engage any sub-processor without the Client's prior written consent — sub-processors currently engaged include Clarion Solicitors (Manchester) and Recovia's cloud-based case management system provider
- Assist the Client in responding to Data Subject Access Requests and exercising data subject rights, to the extent reasonably practicable
- Notify the Client without undue delay upon becoming aware of a personal data breach affecting the Client's data
- At the Client's election, delete or return all personal data provided by the Client upon termination of the Agreement, and delete existing copies unless retention is required by law
- Make available to the Client all information necessary to demonstrate compliance with this Clause and allow for and contribute to audits conducted by the Client or an auditor mandated by the Client, on reasonable notice

12.4 Client's Obligations as Data Controller

The Client warrants that it has a lawful basis for providing Debtor personal data to Recovia and that such provision is compliant with all applicable data protection legislation. The Client shall indemnify Recovia against all claims, losses and expenses arising from any failure by the Client to comply with this Clause.

12.5 International Transfers

Recovia will not transfer personal data outside the UK except where appropriate safeguards are in place in accordance with UK GDPR. Where international recovery services are required, the Client will be informed of any transfers and the applicable safeguards before data is transferred.

13. Intellectual Property

13.1 All intellectual property rights in documents, templates, reports and materials created by Recovia in the course of providing the Services (other than documents created using the Client's data and intended for use against the Client's Debtor) vest in and remain the property of Recovia.

13.2 The Client grants Recovia a non-exclusive licence to use the Client's name, logo and branding solely to the extent necessary to provide the Services (for example, on headed correspondence issued to Debtors).

14. Termination

14.1 Either party may terminate the Agreement on 30 days' written notice to the other.

14.2 Either party may terminate the Agreement immediately by written notice if the other party: commits a material breach of the Agreement that (if capable of remedy) has not been remedied within 14 days of written notice; becomes insolvent, enters administration, liquidation or receivership; or ceases to carry on business.

14.3 On termination, Recovia shall: cease all recovery activity; return all Client documents and data within 14 days (subject to any legal retention obligation); and remit any Recovered Funds held on behalf of the Client within 14 Working Days, net of any outstanding Fees and authorised Disbursements.

14.4 On termination by the Client under Clause 14.1 where Recovia is not in breach, Fees already earned on Recovered Funds and all authorised Disbursements incurred remain payable. Upfront fees paid under Model B are non-refundable in respect of work already commenced.

14.5 Termination does not affect any accrued rights or obligations of either party.

15. General

15.1 Entire Agreement

The Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior representations, discussions, heads of terms and agreements. Each party acknowledges that it has not relied on any representation not expressly set out in the Agreement.

15.2 Variation

No variation of the Agreement is effective unless made in writing and signed by authorised representatives of both parties.

15.3 Assignment

The Client may not assign, transfer or sub-contract any of its rights or obligations under the Agreement without Recovia's prior written consent. Recovia may assign its rights and obligations under the Agreement to any successor entity upon written notice to the Client.

15.4 Waiver

No failure or delay by either party to exercise any right or remedy under the Agreement constitutes a waiver of that right or remedy. A waiver is only effective if given in writing.

15.5 Severance

If any provision of the Agreement is found to be unlawful, void or unenforceable, it shall be severed from the Agreement. The remaining provisions shall continue in full force and effect.

15.6 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, pandemic, war, civil unrest, government action, or failure of third-party systems. The affected party shall notify the other as soon as practicable and shall use reasonable endeavours to resume performance.

15.7 Notices

All notices under the Agreement shall be in writing and delivered by email or first-class post to the addresses specified in the Letter of Authority. Notices by email take effect on the next Working Day after sending. Notices by post take effect 2 Working Days after posting.

15.8 Third Party Rights

The Agreement does not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

15.9 Governing Law & Jurisdiction

The Agreement is governed by and construed in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising under or in connection with the Agreement.

Schedule 1 — Fee Summary

The applicable fee model is confirmed in each Client's Engagement Letter. This Schedule is for reference only.

	Model A — No Win No Fee	Model B — Upfront + Reduced Fee
Upfront fee	None	As per Engagement Letter
Under £4,999.99	10% of recovery	5% of recovery
£5,000 – £9,999.99	15% of recovery	8% of recovery
£10,000+	20% of recovery	10% of recovery
Disbursements	At cost — prior auth	At cost — prior auth
Stat. interest	8% + BoE base (11.75% current)	8% + BoE base (11.75% current)
Compensation	£40/£70/£100 per LP Act 1998	£40/£70/£100 per LP Act 1998
VAT	20% on Fee only	20% on Fee only

Schedule 2 — Complaints Procedure

If you have a complaint about Recovia's services, please contact us in the first instance:

By email	contact@recoviaholdings.co.uk
By post	Recovia Ltd, 3rd Floor, 86-90 Paul Street, London EC2A 4NE
By telephone	01527 304059

We will acknowledge your complaint within 3 Working Days and aim to provide a final response within 8 weeks. If you are not satisfied with our response, you may be entitled to refer your complaint to the Financial Ombudsman Service (where our FCA authorisation is in place) at www.financial-ombudsman.org.uk.

Acceptance

These Terms and Conditions are accepted by the Client upon signing the Letter of Authority or submitting a Case Instruction Form. If you have any questions about these Terms, please contact us before proceeding.

Recovia Ltd	3rd Floor, 86-90 Paul Street, London EC2A 4NE
Signed	Ben James Portman, Director
Date	June 2026