

# TERMS & CONDITIONS

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The following are the terms & conditions for all services provided by South County Constable Office (“SCCO”) and maconstable.com. South County Constable Office and maconstable.com will be identified in the remainder of these terms & conditions as SCCO. Under these terms & conditions "you" and or “your” refers to the service requester. For the purposes of these terms and conditions, service requester & service requester's representative/agent/employee are one and the same.

Payment submitted to South County Constable Office and maconstable.com for requested service of any kind is an explicit agreement that the service requester has read, understood, and agreed to the terms and conditions as set forth here. Business days as referenced in these terms and conditions are Monday through Friday only and do not include federal or Massachusetts state holiday observances. All time/hourly references listed in these terms and conditions are Eastern Standard Time.

If after submitting an order for service of any kind, you do not receive an emailed invoice in either your email inbox or spam folder, please contact us by email or by calling us at (774) 304-3021 and an invoice will be re-sent to you via email or fax.

Requested service of any kind is attempted without the benefit of a guarantee of any kind, explicit or implied. There are no refunds or credits given if requested service cannot be completed successfully due to no fault of SCCO.

For accuracy of service, SCCO strongly suggests that you complete an order form to request service. If you choose to bypass any order form on this website and opt instead to submit your service request and documents by email, fax, mail or overnight options, you explicitly agree that South County Constable Office and maconstable.com will not be held liable for wrong addresses, mistakes in service

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of process, court filings or any requested service. You also agree that by bypassing any order form on this website, any information necessary to facilitate service of process such as address for service of process, case information, descriptions, etc. must be included with your document submission.

## RATES:

Service of process rates are quoted per proof of service. Rates for requested service of any kind are based upon a variety of factors and circumstances, some of which are outside of the direct control of SCCO. All quoted rates, written or verbal, are estimates only and are subject to change without notice until an invoice for the requested service has been paid. Invoices for routine service requests that remain unpaid 24 hours after the time of issuance will be canceled without notice. Invoices that include special handling (rush service, same day, etc.) will be canceled within 1 to 3 hours after the time of issuance, based upon the special handling requested. Rates are non-negotiable.

Cut off times to submit service requests, documents, and payment for same day, expedited, rush and stake out service may vary based upon factors outside of the direct control of SCCO up to and including weather, road closures and traffic conditions.

Quoted rates are locked in when an invoice for service has been paid, except in the event that SCCO makes a mistake in invoice preparation or any changes in or to a service request are made by the service requester before or after invoice for service has been paid. In the event that changes in or to a service request are made by the service requester, it may become necessary for SCCO to cancel and refund any previously paid invoice and issue a new invoice, reflecting any decrease or increase in the price of service, based upon changes made in or to the original service request. SCCO reserves the right to cancel and refund invoices in which any rate mistake is made by SCCO.

Intentionally or unintentionally providing incomplete and/or inaccurate information for the facilitation of requested service to SCCO may contribute to a higher than quoted rate for service or rejection of service request. Invoices issued by SCCO for requested service of any kind, that remain unpaid by service requester(s) 24 hours after issuance, are cancelled without discussion and the rate(s) for service contained in any invoice may no longer be honored, at the sole discretion of SCCO.

## REFUNDS:

No refunds are provided for any service once an invoice has been paid (see Cancellations). SCCO does not guarantee service completion for any service. SCCO guarantees only, that earnest and diligent attempts to serve process and provide other services will be made on behalf of service requester. SCCO guarantees that it will present documents submitted to SCCO for filing with any court or any government agency (city, county, state or federal), or for service of process; to the court, any government agency, the sheriff's department or any party being served legal documents, as they are submitted to SCCO, unaltered.

There are absolutely no refunds once action has been taken by SCCO on service requester's behalf, this includes but is not limited to, documents being sent into the field for service of process, documents sent into the field for filing, service representatives being sent into the field on behalf of service requester, i.e. The no refund policy includes all services provided by SCCO including but not limited to; Rush, Scheduled and Expedited Service Fees, Stake Out Fees, Fronted Fees (witness/material fees, Secretary of State fees, etc.) See the cancellation policy for circumstances where action has not been taken by SCCO on behalf of service requester.

## CANCELLATIONS:

Once an invoice has been paid, but services of any kind have not yet been attempted, performed, or provided, a cancellation fee of \$40.00 is applied to all cancelled orders with the exception of stake out service & special offers (discounted service, internet offers, etc.). Service requester's invoice will be refunded, less the amount of \$40.00 + a 10% surcharge. Cancellation requests must be made in writing via email only. Cancellation requests for any service requested must be submitted to SCCO at the following email address: ajeskey@maconstable.com. Service requester must not consider service cancelled until the service requester receives written notice from SCCO by email or fax that service cancellation request has been received and implemented. Cancellation of stake out request must be made not less than 6 hours before the start time of requested stake out service. Service requester's invoice will be refunded, less the amount of \$70.00 + a 10% surcharge. Cancellation requests of stake out service that are submitted to SCCO less than 6 hours

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before the scheduled start time, will be canceled and service requester forfeits the entire two hour minimum fee associated with stake out service.

Once a 48-hour notice has been served for an eviction, the fee is not refundable.

## COURT APPEARANCES:

When a service requester requests that any employee, agent, or subcontractor of SCCO appear in court to testify as a witness on behalf of the service requester a court appearance fee will be invoiced to the service requester. Court appearances are charged at a full 2 hour minimum, payable in advance. When court appearance goes beyond the first 2 hour minimum, court appearance fees are invoiced in full 1-hour increments. All partial hours are rounded up to the next full hour. Court appearance hours are provided in consecutive hours only and will not be split.

Fees for court appearance times that run over the 2-hour minimum will be demanded on site and must be paid for by any of the following ways: swiping service requester's credit/debit card via a magstripe reader attached to a smart phone or tablet additionally payment for court appearances beyond the 2-hour minimum may be made using PayPal or other payment options approved by SCCO. If requester cannot remit payment by any of the payment options SCCO is under no further obligation to maintain the presence in court of a Constable, process server, employee, contractor, or other representative.

## FEES:

SCCO requires prepayments for all services requested, regardless of the type of service being requested. No service of any type will be attempted or performed without payment in full for the service requested. Payment for service may be made by credit/debit card or cash. Checks are accepted only for attorneys that have an established relationship with SCCO. Invoices that remain unpaid 24 hours after issuance will be cancelled. Invoices that contain special handling requests (rush service, same day, etc.) will be canceled within 1 to 3 hours after the time of issuance, based upon the special handling requested.

Attorneys, other Constables or Process Servers, and larger clients that have a long-standing relationship with SCCO, may have an option to be invoiced. Such invoices must be paid within 21 days. Should an invoice not be paid in full by the 90<sup>th</sup> day, said account shall be sent to an attorney for collections.

## DOCUMENTS FOR SERVICE OF PROCESS OR COURT FILING:

SCCO will not alter any court generated documents. Documents that are faxed to SCCO will be served/filed as they are submitted, including any fax number visible on faxed documents. SCCO advises that service requester dials #67 prior to faxing documents to SCCO if service requester wants the fax number to be concealed on documents for service.

Documents for service that are submitted to SCCO by electronic means incur excess paper & ink surcharges when the page count exceeds 25 pages. Excess paper & ink surcharges are applied to each page after the 25<sup>th</sup> page. Documents containing 40 or more pages are considered print jobs and print fees are applied to the entire document.

Documents submitted by electronic means, to SCCO for service of process, court filing or other actions at a discounted rate will incur per page toner & paper fees in addition to any discounted rates.

When court filing is requested and documents are submitted to SCCO by electronic means, if the court requires more than one copy to be filed, per page toner & paper fees will be applied to each copy.

## COURT FILING:

Documents submitted electronically to SCCO for filing with the court, must be inscribed by the service requester with "FILE BY FAX" on each page where a signature is present. If SCCO is requested to inscribe "FILE BY FAX" on electronically submitted documents for court filing, an additional fee will be applied based on the total number of pages contained in the document.

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## PROOF OF SERVICE:

Proof of service is provided for service of process by email, fax or mailing by United States Postal Service. If routine service of process is requested, proof of service will be provided to service requester not more than 10 business days (Monday - Friday. Holidays observed by SCCO are not counted) after service has been completed. Proof of service requested 30 calendar days or more after the date of emailing, faxing, or mailing will incur a \$25.00 retrieval fee. SCCO is not responsible for postal delays when proof of service is mailed to service requester.

## ROUTINE SERVICE:

Routine service times may vary depending upon established court dates and SCCO staffing levels. The first attempt for routine service typically takes place 7 business days after document(s) for service and payment have been received. Document(s) for service or payment for service that are submitted to SCCO Monday through Friday after 4:30 PM Eastern standard time, on Saturday, Sunday or any federal holiday or Massachusetts state holiday are considered submitted to and received by SCCO on the following business day.

## RUSH SERVICE:

Additional fees apply and rates vary. The first attempt for rush service will take place 4 business days after document(s) for service and payment have been received. Document(s) for service or payment for service that are submitted to SCCO Monday through Friday after 4:30PM Eastern standard time, on Saturday, Sunday or any federal holiday or Massachusetts state holiday are considered submitted to and received by SCCO on the following weekday. Documents and payment received outside of the hours listed may no longer fall under the rush level of service and may be charged at the higher expedited service rate. Alternately, service request may be rejected, and paid invoice refunded.

## EXPEDITED SERVICE:

Additional fees apply and rates vary. The first attempt for expedited service takes place 2 business days after documents and payment in full have been received by SCCO. If either payment or documents for service are submitted outside of the hours of 8:00 AM and 4:30 PM Eastern standard time, the first service attempt will be made on the following business day. Document(s) for service or payment for service that are submitted to SCCO Monday through Friday after 4:30 PM, on Saturday, Sunday or any federal holiday or Massachusetts state holiday are considered submitted to and received by SCCO on the following weekday. Documents and payment received outside of the hours listed may no longer fall under the expedited level of service and may be charged at the higher same day service rate.

## SAME DAY SERVICE:

Additional fees apply and rates vary. The first attempt for same day service takes place within 2 to 4 hours after documents and payment in full have been received by SCCO, unless a specific time for the first attempt is requested. Documents being served on a business or government agency, at the same day service level, must be submitted, along with payment to SCCO not less than 2 hours prior to the close of the business or government agency. Document(s) for service or payment for service that are submitted to SCCO Monday through Friday after 4:30PM Eastern standard time, on Saturday, Sunday or any federal holiday or Massachusetts state holiday are considered submitted to and received by SCCO on the following business day. Documents and payment received outside of the hours listed may no longer fall under the same day service level of service and may at the sole discretion of SCCO be cancelled.

## STAKE OUT SERVICE:

Stake out service is invoiced at a minimum of 2 full consecutive hours in order to begin service. At no time and under no circumstances will stake out service be invoiced in partial hour increments. Stake out service is invoiced in full hour increments only; all partial hours are rounded up to the next full hour. Stake out hours are provided in consecutive hours only and are only provided per address/location. Stake out hours will not be split in any way, between locations, days, months, etc. Fees for stake out service are charged at a higher rate for stake out service being performed between the hours of 6:00 PM - 7:59 AM Monday through Friday.

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Fees for requested stake out service are charged at a higher rate for stake out service being performed on Saturday, Sunday or any holiday observed by SCCO. SCCO observes all state and federal holidays. If stake out service is requested to begin at 4:00 PM, with service ending at 7:00 PM, service requested will be charged at the lower rate for service for the first 2 hours, beginning at the 3rd hour of stake out service, requester will be charged the higher rate for stake out service. If stake out service is requested to begin at 5:00 PM, with service ending at 8:00 PM, service requester will be charged at the higher rate of service from the beginning to the end of scheduled stake out service. There are absolutely no refunds provided for stake out service once stake out has begun. In the event that a stake out is successful without SCCO utilizing all requested stake out hours, there are absolutely no refunds for the remaining stake out hours.

## SCHEDULED SERVICE:

The first attempt for scheduled service occurs on a specific date and/or specific time requested specifically by the service requester. Requests for the first service attempt to be made before 8:00 AM or after 5:00 PM Monday - Friday, any hour of the day on Saturday or Sunday, or any holiday observed by SCCO is scheduled service. When a Constable or Process Server employed by SCCO must begin traveling to a service address before 8:00 AM Monday - Friday or after 5:00 PM Monday - Friday in order to attempt service at the requested time, it is identified by SCCO as scheduled service and will be invoiced at a higher rate.

If service requester chooses to submit service request by any method other than the order forms listed on this website, special handling will default to routine service if special handling request is not provided with your service request.

## PAYMENTS:

Payments received by SCCO (for any completed service) 1 calendar day or more from the invoice due date, are late payments and incur a \$40.00 late payment penalty fee. If any portion of the invoice including the penalty fee, remains outstanding 25 calendar days from the date of the original invoice, an additional \$40.00 late payment penalty fee will be assessed. Penalty fees of \$40.00 will be assessed each 25-calendar day period, from the original issue date of the invoice.

Should you for any reason dispute the charges paid to SCCO on your behalf by your credit card issuer or banking institution, and upon completion of any investigation by your credit card issuer or banking institution into said dispute, the charges paid to SCCO are found to be legitimate, an administrative fee of \$95.00 will be assessed.

SCCO may at its sole discretion perform or provide service before payment has been received. In such cases, if payment is not made within 1 business day from the date of invoice issuance, late payment fees are due and payable in the amount of \$40.00 + 25% surcharge.

In cases where SCCO provides service prior to receiving payment, proof of service will be retained by SCCO until all fees (late payment fees included) are paid in full.

## SURCHARGE:

Postage above first class (1 oz.), Federal Express fees, court & document filing, opening levies, notary service, subpoena service or any service that requires mandatory fees to be paid to an agency, individual or company and are requested to be fronted by SCCO incur a surcharge. SCCO applies 10% to the cost of all fronted fees.

## MISCELLANEOUS:

Under circumstances where the service requester is not responsive (NOT RESPONSIVE: failing to reply directly to emails or phone calls initiated by SCCO) to emails or phone calls composed or placed by SCCO, with the sole intent to retrieve additional information necessary to complete requested service, the requested service will be considered completed and no further attempts to provide requested service will be made.

Any and all requested services including but not limited to service of process and court filing or document retrieval, that remain uncompleted 15 calendar days from the first written or telephonic notification from SCCO that additional, corrected or other information is required to facilitate service, as a direct result of service requester's failure to (1) respond to communication of any kind

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from SCCO. (2) Provide additional or corrected information to SCCO to facilitate service completion, including but not limited to the following examples: providing corrected information on a bad address, providing a description of a person being served.

Failure to respond to written (email or fax) or telephonic communications from SCCO regarding problems with any service will result in halted attempts to provide service until such time as corrected or required information is provided to SCCO by the service requester.

When the service requested is service of process, no credit or refunds will be issued for any remaining attempts of service of process. Any and all fees paid to SCCO in advance for such service shall be forfeited by service requester at 4:59 PM Eastern Standard Time on the 15th day from the first written (emailed or faxed) or telephonic notification sent from SCCO that additional, corrected or other information is needed to facilitate service. Mandatory fees such as fees charged by the court for filing, notary fees, etc., will be refunded in full including any applied surcharges.

Preparation/completion of proof of service is included in the rate for service of process. SCCO will not be held liable for mistakes in proofs of service when the service requester prepares their own proof of service.

When submitting documents for service, court filing or other service requests, take note that SCCO will not retain documents past 3 business (Monday - Friday) when payment for requested services has not been rendered. In such cases documents will be destroyed or deleted unless invoice for service has been paid in full. SCCO will not bear any costs of mailing such documents back to the service requester. Service requester will bear all costs associated with having hard copy documents mailed to them. SCCO will only return documents that were submitted to us in hard copy form, i.e., by U.S. Mail, FedEx, etc.

SCCO, its employees, agents and/or subcontractors are prohibited by law from giving legal advice or practicing law in any fashion. SCCO is not responsible for the accuracy and or completeness of submitted documents it receives for service of any type. Any individual, company, government agency, etc. making a service request of any kind is solely responsible for the accuracy and the completeness of the documents being submitted to SCCO for any service. Any person, company, government agency, etc., that requests service of any kind from SCCO is wholly and solely responsible for the accuracy of information they provide to SCCO to facilitate the completion of requested service. Wrong address, typographical errors, etc. are the sole responsibility and liability of the service requester.

For the purposes of service of process, SCCO is not responsible for inaccessible addresses/locations, i.e., gated communities where no gate code has been provided to SCCO, private communities with no access, residences with locked gated yards, residences with large breed dogs in the yard, bad addresses provided for service of process. Additional address information provided to SCCO to facilitate service of process will be treated as a new service request and will be invoiced at a rate equivalent to or greater than the full rate of the original invoice. SCCO will not under any circumstances alter documents submitted for service that have been file stamped by a court of any jurisdiction.

Any alterations to documents that have not been file stamped by any court of any jurisdiction will not be done by SCCO unless the service requester provides in writing to SCCO a request to alter said document(s).

In cases where service requested requires a trip to the court, sheriff's department, Secretary of State, etc. and any official rejects documents for intake or filing for any reason, any subsequent trips to the court, sheriff's department, etc. will incur additional charges at the full rate of service.

Additional charges must be paid in full before subsequent trips to the court, sheriff's department, etc. will be made by SCCO.

Failure to submit payment for subsequent trips effectively ends SCCO's obligation to the service requester and SCCO shall be held blameless regarding any and all adverse action that may arise as a result. SCCO will not bear the cost of postage to return documents to the service requester under such circumstances.

Service requester has an obligation and is solely responsible for providing to SCCO all information that is at their disposal to facilitate the performance of requested service.

Rates quoted (and invoices paid) for service of process include up to 3 diligent attempts at service to residential addresses, and/or to individuals being served at a commercial address in a personal legal matter (personal legal matter defined: Any individual, private citizen

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who is being served at a commercial address, in a legal matter that does not include an employer, corporation, government agency, religious institution, etc.).

Attempts are per address, per named individual/company/entity, etc. Attempts will not be split between locations (addresses) or persons being served. Upon SCCO's completion of service of process, whether 1 attempt or 3 attempts at service have been made, SCCO will have effectively fulfilled its obligation to service requester and will under no circumstances be required to make further attempts at service at any address without receiving additional payment for service.

In the event that submitted documents need to be re-served as a result of errors or omissions on the part of the service requester, re-service will be treated as new service, with a new invoice being issued for the full price of service and 3 attempts. Prices for service can fluctuate depending upon service needs and available personnel.

SCCO is considered to have met its 3 attempts at service requirement once service of process has been completed successfully whether 1 or 3 attempts at service have been made. SCCO's 3 attempt requirement does not apply to bad addresses once an address has been identified by SCCO as invalid, whether 1 attempt or 3 has been made.

SCCO will make only 1 attempt at service for the rate charged to commercial addresses when a corporation, government agency, agent for service or other business structure is being served. Attempts are per address, per named person (representative), agency, corporation, or registered agent. Attempts will not be split between locations (addresses), registered agent, public entities, government agencies or companies, or in any other manner. Three attempts at service will not be made to such addresses.

SCCO will not be held at fault or liable for an inability to complete any requested service, as a direct result of factors outside of its direct control, up to and including civil unrest (riots, protests, etc.) acts of nature (severe weather, including heatwaves, severely colder than normal temperatures for the region, earthquakes, flooding, etc.), unscheduled premature closing of courthouses, sheriff's office, businesses, or government agencies).

Any unsuccessful attempts SCCO makes to complete service under such conditions will result in mandatory fees, such as court filing fees, Secretary of State fees, etc., being refunded. SCCO's service fees will not be refunded in such instances when an attempt to complete service is made.

Failure to comply under these terms and conditions may at the sole discretion of SCCO result in litigation being brought against service requester & any named party in documents for filing or service of process.

SCCO at its sole discretion may choose to enforce or not enforce the terms and conditions listed here in whole or in part. Failure on the part of SCCO to enforce any portion of the terms and conditions listed here, in whole or in part does not, nor will not render any portion of the terms and conditions in whole or in part null or void. Any allowances that SCCO allows outside of the terms and conditions listed here, does not, nor will not render any portion of the terms and conditions listed here null, void, or unenforceable, and late payment, failure to pay, etc. under any allowances by SCCO are subject to late payment fees as addressed under the terms and conditions listed here.

SCCO reserves the right to refuse any service request at any time for any reason, without discussion.

SCCO reserves the right to cancel any service request paid or unpaid, for any reason, without discussion.

All hours referenced are local time, Eastern Standard Time.

You (service requester) agree by submitting documents of any type and payment for services to SCCO, should a dispute arise between you and SCCO, the dispute will be litigated in a WORCESTER COUNTY COURT, where the non-prevailing party will bear all costs and/or attorney fees associated with said litigation.

South County Constable Office and maconstable.com reserves the right to refuse service.

Terms and conditions are subject to change at any time and at the sole discretion of South County Constable Office and maconstable.com.

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## CHANGES TO TERMS & CONDITIONS:

South County Constable Office and maconstable.com reserves the right to revise, modify or update the terms & conditions as listed here in whole or in part, at its sole discretion.

Payment submitted to South County Constable Office and maconstable.com for requested service of any kind is explicit acknowledgement that the service requester or service requester's representative/agent has read, understood, and agreed to the terms and conditions as set forth here.

*Revised January 04, 2022*