



TERMS & CONDITIONS

Guildways is a trading name of Lovetts Limited a company registered in England under number: 2996700 with VAT No: 602454474 . Registered office address is Bramley House, The Guildway, Old Portsmouth Rd, Guildford, Surrey GU3 1LR. Lovetts Limited is a body authorised and regulated by the [Solicitors Regulation Authority](#).

1. Serving You Well

We want to give you the very best debt collection service. By agreeing to these terms, you confirm that each case submitted to us will be considered for legal action and that all the pre-action collection activity carried out by Guildways is incidental to potential legal action being carried out.

Guildways adheres to the 7 Principles which the Solicitors Regulation Authority's Standards and Regulations imposes on us. They are:

1. Act in a way that upholds the constitutional principle of the rule of law, and the proper administration of justice.
2. Act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.
3. Act with independence.
4. Act with honesty.
5. Act with integrity.
6. Act in a way that encourages equality, diversity and inclusion.
7. Act in the best interests of each client.

The Directors aim for the very highest standards. We operate a policy of 'putting people first'. It is company policy to treat everyone fairly with respect and courtesy. This includes staff, clients, suppliers, debtors and their representatives, court staff and anyone else we deal with.

We aim to give all clients an excellent and personal service and our staff the best working conditions. This includes full and on-going training and an environment where stress is minimised.

2. What We Do

Guildways will act in the pre-action collection of overdue invoices and for any other ancillary services requested on a no collection, no fee commission basis. Pre-action collection activities include, but are not limited to, letters, emails and telephone calls where we have received the appropriate data.

The collection period will be up to 60 days. Typically our collection cycle will be 30 days for UK based debts and 60 days for International debts.

The period of collection will be extended if a payment plan is entered into with the customer and may be extended if we are in discussions with the customer to resolve a dispute or seeking to agree a payment plan.

3. What You Do

So that our service for you can be as effective and efficient as possible you agree, by instructing us, that:

- You will notify us promptly of: -
 - Any material change to the documents or information provided
 - Any new information of any kind
 - Any payment received towards or in satisfaction of the debt
- Whilst we are instructed, you will not try to collect or instruct anyone else to collect the debt without our written consent

- We shall not be liable for any loss or damage suffered by you as a result of any collection activity.
- Any amounts payable to us or any agents may be paid out of any money recovered
- You will co-operate at all times with us and if there is any delay on your part affecting our ability to collect the debt we may terminate the collection of the debt immediately and charge you the Close Out Fee.
- Any payments received on or after the date we receive your instructions will be deemed to be due to our efforts and charges will be in accordance with these terms.

If the case is contested, we will discuss with you the cost / benefit in more detail in particular we will advise what further enquiries and advice are likely to be cost effective to prepare the case for litigation.

4. Service Levels

We will seek to provide the highest levels of service to you. This includes the following:

- If you instruct us via Guildways Casemanager, we will send out a letter and/or email the same day if we receive your instructions by 2.00pm
- We will normally reply to letters, faxes, emails and web messages within two days of your communication
- When the person you require is unavailable to take your telephone call, we will ring you back within 4 working hours.

5. Online Access to Cases

In this age of digital technology, our services are delivered via the Guildways website. Via a secure login, CaseManager gives you full control over your cases. You can give instructions online and view all case information including costs and documents.

CaseManager contains all the reports you need to run an effective credit control system on Guildways system and to measure your collections success.

Your staff will need usernames and passwords to view cases on the site. It is vital that you keep these up-to-date especially when your staff change, otherwise there may be a serious security risk for your business.

6. Complaints

We promise to listen to you carefully and sympathetically if you have a complaint. Guildways treat all client feedback seriously and it is considered as an opportunity to improve client care. Our complaints procedure tells you how you can make a complaint and can be found [here](#).

Please note that, if the query concerns the advice given, rather than the way we have provided the service, we may need to refer it to our indemnity insurers before replying. If a referral is required, we will contact you to agree a new timescale if we believe the complaint will not be dealt with within fourteen days.

You have the right to challenge our bills. You have 12 months in which to challenge a bill and, if necessary, ask the court to assess it. The court will only order assessment of the costs in special circumstances once the bill has been paid, if more than 12 months have passed since it was delivered or we have obtained judgment. The court will not order assessment more than 12 months after the bill has been paid.

If at the end of our procedures you are still not satisfied, you can then contact the Legal Ombudsman about your complaint on 0300 555 0333 or at enquiries@legalombudsman.org.uk or write to PO BOX 6806, Wolverhampton, WV1 9WJ.

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority.

7. Guildways Fees

7.1 Our Fees

Clients will be deemed to accept our charging structure immediately following receipt of instructions, by telephone, fax, post or electronic transfer.

Guildways operates on a no collection, no fee commission basis. The commission rates can be found [here](#).

Commission is payable when:

- a payment is made by your customer or a third party or settlement is reached (whether or not this is as a result of legal proceedings)
- the debt is reduced after we are instructed (for example, a partial credit is given or compromise is reached). Our commission in respect of the reduction will be 50% of the commission that would have been payable if that amount had been collected. Any balance remaining due will then be subject to our full commission rate

Please note that commission will be subject to a minimum charge of £10 plus VAT on payments.

Our fees are payable on any sums paid. This includes any sums relating to VAT included on your debt. In addition, commission is payable on the sum(s) paid regardless of whether we are able to successfully collect the full amount you were seeking to recover from your customer including, but not limited to, the debt, interest and any costs you have sought to recover.

7.2 Close Out Fee

Guildways will not charge commission where they have failed to recover any payments and where we have instructed the client that we have been unsuccessful.

However, to protect the value inherent in the time and effort invested in recovery work, if our instructions in a case are withdrawn before we recommend that it be closed, we reserve the right to charge a Close Out Fee. This is equal to the commission that would have been payable if the debt had been successfully collected. Examples include:

- Associate company to one of your key accounts
- Your customer has already paid and proof obtained
- Where for customer relations you wish to withdraw
- Passed out for collection in error including contra accounts
- Your customer disputes debt and you wish us to stop action
- You wish us to withdraw as you are unable to prove that the customer is liable
- An account is placed on "hold" for more than 30 days.

7.3 Legal Action and Disputed Cases

Where you require us to instruct Lovetts Solicitors or a third party agent/lawyer to commence legal action or handle a disputed cases then you will be responsible for all costs and disbursements.

Lovetts disbursements and legal services costs will be charged at the rate appearing in their price list at <https://lovetts.co.uk/debt-recovery-pricing/> and their terms and conditions will also apply which can be found at <https://lovetts.co.uk/terms-and-conditions/>

7.4 Tracing

If you require Guildways to trace your customer, this will be carried out on a no trace, no fee basis for UK debts. The fee for a successful trace will be £45 plus VAT.

Tracing customers based overseas will vary depending on where they are located. We will provide a quote on a case by case basis.

8. Bills and Payment Terms

We will invoice you our fees at the end of each month although we reserve the right to invoice you at more frequent intervals if required.

We may ask for payment of disbursements in advance or reasonable payments on account of future costs.

Where we receive payment, we will deduct our fees from the payment and remit you the net balance in accordance with clause 11.2

All invoices must be paid within 30 days of date of invoice.

If for any reason an invoice is unpaid at the expiry of the credit period of 30 days we may:

- exercise our statutory right to claim interest and compensation under the Late Payment legislation.
- invoice you for work done or disbursements paid on your behalf but not yet billed.
- immediately claim payment of all invoices despatched including those within the credit period.
- suspend the supply of services to you. If suspension occurs, no further work will be carried out for you until all invoices have been paid and we have sufficient funds from you on account to cover the likely costs of future work.
- be paid our legal costs on an indemnity basis i.e. the full costs of legal action against you. If we do any of the work ourselves, we are entitled to be paid on an indemnity basis for the time spent at our normal hourly rates
- exercise a lien i.e. a legitimate 'hold' over any money, property or goods held by us now or in the future and net off our invoices when raised.

We can accept payment by credit or debit card.

"You have the right to challenge our bills. You have 12 months in which to challenge a bill and, if necessary, ask the court to assess it. The court will only order assessment of the costs in special circumstances once the bill has been paid, if more than 12 months have passed since it was delivered or we have obtained judgment. The court will not order assessment more than 12 months after the bill has been paid."

9. Ending Our Relationship

You may terminate your instructions to us in writing at any time however, if you require us to close an active case prematurely you may be subject to a close out fee in accordance with clause 7.2.

We may decide to stop acting for you but only with good reason. Examples of this would be non-payment of one of our invoices within the credit period, failure to comply with our request for a payment on account or failure to give acceptable, temperate or viable instructions. In the situation where a client uses unacceptable language or threatens violence towards a member of staff, Guildways reserve the right to terminate the business relationship.

You will be responsible for payment of all costs and liabilities we incur.

10. Insurance Mediation Services

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaints-handling body of the Law Society.

Lovetts Ltd is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.

11. Other Legal Matters

11.1 Handling Money

We operate a client account in accordance with the SRA Accounts Rules ensuring that your funds are completely safe. This is underwritten by the Solicitors Compensation Fund.

If we hold funds for you in excess of £1000 for a period exceeding 1 month, we will pay interest at the rate Barclays bank are paying on Lovetts Ltd client account. This policy is subject to a minimum interest amount payable of £25.**11.2 Payment Clearance**

We normally pay out money received and cleared after six working days direct to your bank account by BACS. Where payment is subsequently dishonoured, we have the right to recover this from you. Payment from overseas will take longer to clear.

11.3 Money Laundering

We may not be able to adhere to these timescales if Money Laundering legislation requires it.

11.4 Credit Check and Credit Agencies

From time to time we will make credit reference agency searches to assess your credit standing. The agency will keep a record of that search. We will monitor and keep a secure electronic record of the information we receive about you, or your payment performance with us. In addition, we may from time to time, be required to pass your details to a credit reference agency/credit insurer for the purposes of credit insurance.

11.5 Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes. Our use of that information is subject to your instructions, the Data Protection Act 2018, the UK General Data Protection Regulation 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as auditors, expert witnesses and other professional advisers. We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please unsubscribe or notify our office in writing. For further information please read our [Privacy Policy](#).

11.6 Documents

All routine emails, faxes and letters are scanned and stored electronically by us for a minimum of 6 years. The originals are securely destroyed after one year. If you require documents to be held by us, or returned to you, please ensure you request this in writing when sending them to us.

11.7 Auditing and Vetting of Files

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

11.8 Assignment

You shall not assign, transfer or deal in any other manner with any of your rights and obligations under this agreement.

11.9 Jurisdiction and Governing Law

These terms and conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

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Authorised and Regulated by the Solicitors Regulation Authority

Guildways is a trading name of Lovetts Ltd, a company
registered in England Number: 2996700

A list of Directors can be inspected at the Registered Office.



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Practice Management Standard
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