



UK & International Standard Terms & Conditions

Please find below our standard terms and conditions that apply in all circumstances unless otherwise agreed in writing.

1. Our fee is calculated from the oldest invoice date.
2. Our service is risk free with our no win, no fee packages (excluding ancillary & international retainer fees; all of which have been detailed below).
3. Our fee will be applicable on any payment amount recovered, products or equipment returned and/or any contra payments independent of whether interest, compensation and/or reasonable costs are secured.
4. Upon successful recovery of your principal sum, our fee will be charged in line with our published terms. Fees are invoiced on receipt of any recovered monies, products, equipment returned and/or contra payments.
5. Upon successful recovery we will apply a minimum fee of £120 for UK debts. The minimum fee will be applicable when the fee rate published is less than the minimum fee of £120.
6. Our minimum fee for UK debts is applicable under the following conditions:
 - First Instalment Only – If the fee rate published is less than £120 our minimum fee is applicable.
 - Full & Final Settlement – If the fee rate published is less than £120 our minimum fee is applicable.
 - Where the fee rate calculated is less than £120.
7. The primary goal in all cases is to secure our client's principal sum. During the recovery process, all negotiations regarding the principal sum, interest, compensation and/or reasonable costs are undertaken in partnership with you, the client. Every effort will be made to secure all fees under the Late Payment of Commercial Debts (Interest) Act 1998. If we are unable to secure payment of all related late payment fees, it has no bearing on the fee due to Darcey Quigley in relation to the recovery of the principal sum.
8. All fees that have been agreed with the client upfront in respect to the debt will not be liable for any discount in relation to time spent on any case, or in the event that no additional fees are paid as part of the Late Payment of Commercial Debts (Interest) Act 1998. However, no fee will be due should Darcey Quigley be unsuccessful in securing partial/full principal sums unless a retainer has been agreed and paid in advance.



Darcey Quigley & Co **Commercial Debt Recovery Delivered Differently**

Finalists - Business Leader of the Year, Employer of the Year, Mentor of the Year and Collections and Recovery Service Provider of the Year.





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9. In the event of a debt being disputed, the client is not entitled to claim any sums in relation to the Late Payment of Commercial Debts (Interest) Act 1998.
10. Cases cancelled by the client after instruction, will be charged at the agreed fee rate unless special conditions apply: i.e. the case is yet to be actioned by us, the case is liquidated, or they enter into a C V A.
11. Where we investigate and identify that clients have received the missing payments, prior to instruction, Darcey Quigley & Co will charge an administration fee in line with our current fee structure.
12. Providing us with all the relevant facts to secure recovery is key to our approach and this includes known disputes. Our recovery team will always ask you if any part of the debt is disputed and discuss the options. If after we have discussed the case and a dispute is produced which we were not made aware of in the initial instruction, which leads us to close the case, we will charge an admin fee of £250.
13. Clients are prohibited from using our company name – Darcey Quigley & Co in any discussions or communication with your customer unless we have received formal recovery instruction. Where we identify our name has been used you will be liable for a fee of £250.
14. Our charge is calculated on the gross principal sum.
15. All our fees are subject to VAT.
16. Our invoice terms are strictly 7 days from date of our invoice.
17. A fee of £125 will be applicable if Darcey Quigley & Co are instructed to serve the Pre-Action Protocol Demand.

Additional Terms & Conditions for International Recovery

18. A retainer of £250 will be charged. This is strictly non-refundable.
19. A minimum fee* of £250 will be taken when the fee published is less than the minimum order value.

*Based on agreed fee, prior to instruction.



Darcey Quigley & Co are authorised and regulated by the Financial Conduct Authority and ISO 9001/ISO 27001 Accredited

