

# STA INTERNATIONAL

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In these terms and conditions (herein called "the Conditions");

"STA International" means STA International Limited and any of its shareholders from time to time;

"The Client" means the client of STA International whose name and other details are set out overleaf;

"Debt Information" means in relation to a Referred Debt such information as is reasonably necessary to prove the existence of the Referred Debt e.g. copy invoice and correspondence;

"Full Debt Collection Service" means the debt collection and tracing services referred to and described as such in our promotional literature from time to time (including our website [www.stainternational.com](http://www.stainternational.com));

"Legal Services" means the debt collection service referred to and described as such in our promotional literature from time to time (including our website [www.stainternational.com](http://www.stainternational.com));

The "Applicable Collection Service" means the Full Debt Collection Service and the Legal Service (and/or such other debt collection service as may be agreed between us and you from time to time in either relation to specific Referred Debts or types of Referred Debts or generally);

"Collection Agents" means solicitors or other agents of our choice and "Collection Agent" shall be construed accordingly;

"The Applicable Charges" means the commission, fees and other charges payable to us by you for the Applicable Collection Service and set out in the Service Agreement and/or any tariff attached to the Service Agreement (or such other commission fees and charges as may be agreed in writing from time to time) including bank charges (where applicable) and the fees and disbursements of the Collection Agent (if any);

"Service Agreement" means this contract between us and you for the supply of the Applicable Collection Service to which the Conditions apply;

"The Parties" means you and us and "party" shall be construed accordingly;

"Referred Debt" means any debt referred by you and accepted by us in accordance with the Service Agreement and the Conditions;

"Us" and "we" mean STA International;

"You" and "your" mean The Client;

"HSL" means Hokodo Services Limited

### 2. OUR AGREEMENT

- 2.1 The Service Agreement sets out the entire agreement between you and us in relation to the collection of the Referred Debts and supersedes all prior agreements between the parties regarding the subject matter hereof but without prejudice to any rights, which have already accrued to either party.
- 2.2 No variation of or waiver of or amendment to the Service Agreement shall be binding on us unless agreed in writing by a Director on our behalf.
- 2.3 You authorise STA to keep HSL informed about the status of the collection.
- 2.4 You authorise STA to provide information relating to the case to HSL to help them assess the claim should one arise.

### 3. OUR SERVICES

- 3.1 We shall provide to you the Applicable Collection Service subject to the Conditions.
- 3.2 You hereby authorise us in our absolute discretion to appoint Collection Agents on your behalf to assist in the collection of Referred Debts. We will always seek your prior approval before transferring any Debt to a Collection Agent. You will not approach any Collection Agent appointed by us except with our prior written consent.
- 3.3 Notwithstanding Condition 3.2 (and unless otherwise agreed or instructed by you), we will consult with you before the commencement of legal proceedings.
- 3.4 We will account to you bi-weekly in respect of cleared funds collected by us or any Collection Agent in respect of Referred Debts. We reserve the right to deduct from monies so collected the Applicable Charges.
- 3.5 The Collection Agents and us are hereby authorised to collect payments in respect of the Referred Debts and to issue receipts in relation thereto.
- 3.6 We reserve the right to decline to undertake action to collect any Referred Debt or to discontinue any collection of any Referred Debt at any time by giving notice to you.
- 3.7 Where we or any Collection Agent agrees with your prior approval that a debtor shall pay a Referred Debt by instalments we will monitor the receipt of the instalment payments.

### 4. YOUR PROMISES

- 4.1 You will provide to us at no charge the Debt information and confirm that the Debt Information is true, complete and accurate in all material respects.
- 4.2 You undertake and agree that without first obtaining our written consent you will not at any time waive or modify the terms of the contract with the debtor which gave rise to the Referred Debt and/or sell assign, transfer or encumber our interest in any Referred Debt and/or make or maintain any form of communication with the debtor.
- 4.3 You will immediately notify us of any payment received by you, your agents or bankers in respect of any Referred Debt from or on behalf of the debtor or under any policy of insurance.
- 4.4 You will pay the Applicable Charges to us without deduction or set off and our entitlement will not be affected by any communication you have with the debtor in breach of Clause 4.2

### 5. WHAT YOU WILL PAY

- 5.1 You shall pay the Applicable Charges and indemnify and keep us indemnified from and against all court fees (as varied from time to time), fixed costs in relation to solicitors' and/or other Collection Agents' charges on the issue and/or prosecution of legal proceedings (as varied from time to time) and all fees, costs, commission and disbursements and expenses of any Collection Agent appointed pursuant to Condition 3.2 up to the time of expiry or termination of the Service Agreement (including the service of any notice pursuant to Clause 3.6)
- 5.2 We and/or any Collection Agent shall be entitled to commission comprised in the Applicable Charges on all payments in respect of a Referred Debt notwithstanding that those payments are:
  - 5.2.1 made to us, the Collection Agent, you, your agent or bankers; and/or
  - 5.2.2 made by the debtor, any person on the debtor's behalf or under any policy of insurance; and
  - 5.2.3 received after the date of referral of a Referred Debt to us or within a period of six months after expiry or termination of the Service Agreement or after our discontinuance of collection of that Referred Debt pursuant to Condition 3.6 unless those payments are a result of legal proceedings which You have elected to undertake without STA's support.
- 5.3 Where you accept goods and/or services in lieu of cash in respect of any Referred Debt then you shall be deemed for the purposes of the Service Agreement to have received payment from the debtor of an amount equal to the amount credited to the debtor's account in respect of those goods and/or services.

### 6. WHEN YOU WILL PAY

- 6.1 All sums payable under the Service Agreement are exclusive of Value Added Tax and other duties or taxes and (where applicable) shall be payable at the rate prevailing from time to time.
- 6.2 Payment of all amounts referred to in the Conditions shall be due within 30 days of the date of our invoice and shall be paid in full by you without deduction or set-off. Time for payment shall be of the essence of the Service Agreement.

### 7. OUR LIABILITY

- 7.1 We shall not be liable for any failure in the performance of any of our obligations under the Service Agreement arising from circumstances of whatever kind outside our control. No liability shall accrue to us for any gains or losses to you resulting from changes in rates of exchange or blockages or changes in convertibility of foreign currency.
- 7.2 Where any matter gives rise to a claim against us our liability shall be limited:
  - 7.2.1 in respect of matters where we are able to obtain insurance cover, to the sum we are able to obtain from insurers; and
  - 7.2.2 in respect of other matters, to a sum equal to the Applicable Charges referable to the Referred Debt(s) concerned.
- 7.3 We shall not be liable in respect of any loss of business, profit or contract nor for any consequential loss by you nor any loss other than your direct loss. Provided that nothing in these Conditions shall serve to limit or exclude our liability for death or personal injury caused by our negligence.

### 8. ENDING THE AGREEMENT

- 8.1 Without prejudice to Condition 3.6 The Parties may terminate the Service Agreement at any time by giving not less than 14 days prior written notice to you.
- 8.2 A waiver by us of a breach of the same or any provision of the Service Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 8.3 The rights to terminate the Service Agreement given by this Condition 8 shall be without prejudice to any other right or remedy of ours in respect of any breach of the Service Agreement by you and without prejudice to any right expressed to survive termination or expiry.
- 8.4 Neither party shall be under any liability to the other in respect of any failure to carry out or delay in carrying out any of its obligations under the Service Agreement attributable to any cause of whatever nature outside its reasonable control.

### 9. NOTICES

Any notice to be served on either of the parties by the other shall be in writing (except notice pursuant to Condition 3.6) and shall be sent by prepaid recorded delivery or registered post or by facsimile transmission and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct facsimile number of the addressee.

### 10. GENERAL

- 10.1 If you comprises more than one person or entity all agreements on their part shall be joint and several and the neuter or singular gender throughout the Service Agreement shall include all genders and the plural and the successor in title to the parties.
- 10.2 The Service Agreement shall be governed by and interpreted in accordance with the laws of England and you submit and consent to the exclusive jurisdiction of the English Courts in all matters regarding the Service Agreement.
- 10.3 Headings are included for ease of reference only and shall not affect the interpretation of these Conditions.

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### 11. DATA PROTECTION

This Agreement sets out the framework for the sharing of Personal Data between the Parties as Data Controllers and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

- 11.1 Words and expressions defined in the Data Protection Legislation and used in this clause 11 shall have the same meanings in this clause
- 11.2 Both Parties shall comply with all applicable requirements of the Data Protection Legislations. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 11.3 This Agreement sets out the framework for the sharing of Personal Data between the Parties as Data Controllers and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 11.4 the Parties shall each Process the Personal Data and act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:  
(a) the Client shall be a Controller where it is Processing Personal Data in relation to recovering debts owed to it; and  
(b) STA shall be a Controller where it is Processing Personal Data in relation to recovering debts owed to the Client.
- 11.5 Notwithstanding Paragraph 11.4, if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 11.7(d) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.
- 11.6 Each of the Parties acknowledges and agrees that Schedule 1 (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.
- 11.7 Without limiting the generality of the obligation set out in Paragraph 11.2, in particular, each Party shall:  
(a) where required to do so make due notification to the ICO;  
(b) ensure it is not subject to any prohibition or restriction which would:  
(i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;  
(ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or  
(iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;  
(c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws; For the avoidance of doubt the Client does not warrant to STA International that any use of the Personal Data outside the scope of this Agreement shall be compliant with the Data Protection Laws.  
(d) ensure that appropriate technical and organisational security measures are in place sufficient to comply with the Data Protection Laws.  
(e) each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;  
(f) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;  
(g) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):  
(i) implement any measures necessary to restore the security of compromised Personal Data; and  
(ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;  
(h) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;  
(i) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;  
(j) not transfer any Personal Data it is processing to a Restricted Country; hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;

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### **SCHEDULE 1**

1. Processing

STA International processes data for the provision debt collection services, including trace and legal services.

STA International shall be the Controller where it is processing personal data for the purpose of recovering debts owed to the Client.

Processing activities are ongoing until outstanding amounts are fully paid or written off.

2. The nature and purpose of processing

Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction for the purposes of tracing debtors and recovering monies due to the Client

3. Types of personal data to be processed

The categories of Personal Data include but are not limited to:

- Name
- Date of Birth
- Home and/or Business Address(es)
- Email addresses
- Telephone Numbers
- Financial Information
- Invoices relating to the unpaid debt
- Correspondence and records relating to the unpaid debt
- Special Category Data (i.e. health/medical information)

3. Categories of data subject

Variety of Businesses and their representatives

4. Supplier's Data Protection Officer/Representative

Emanuela Pitzianti, [compliance@staonline.com](mailto:compliance@staonline.com)

5. The obligations and rights of the Client

The obligations and rights of the Client are as set out in the Agreement.