

DEBT FACTORING AGREEMENT

This AGREEMENT is made the (Today's Date) ...../...../.....  
BETWEEN (Initials & Surname).....  
Trading as or Director of (Company Name).....  
Situated at (Company Address).....  
.....

(Herein called the 'assignor') of the one part and NEAL ALEXANDER ANDREAN trading as CASHFLOW SERVICES of 121 PARK ROAD, NEW BARNET, HERTS, EN4 9QN (herein called the 'factor') of the other part WHEREBY IT IS AGREED as follows:

1. The assignor shall sell and assign and the factor shall purchase on the terms and condition hereinafter set out the debts which may from time to time become owing to the assignor whether from customers, insurers or other indemnifiers (the payer) in respect of goods supplied or services rendered by the assignor (provided that the assignor shall not be bound to sell any debt and the factor shall not be bound to purchase any debt).
2. The assignor by submitting an invoice (together with a letter of authority and a Satisfaction Note appertaining to that invoice) to the factor shall be demand to have sold and assigned the debt evidence by the invoice to the factor on the date and the time at which the said invoice is received by the factor at his place of business (subject to the amendment of errors and omissions on the face of the said invoice). The factor additionally reserves the right to call for the estimate originally produced to the payer.
3. As of the date and time of the said assignment all rights of the assignor in respect of every debt so evidence and all remedies and rights for enforcing the same in relation to the goods or services in demand to have been assigned to the factor by the assignor.
4. On receipt of the said invoice the factor will pay by way of cheque or bank giro transfer the invoiced sum less such percentage as the parties may from time to time agree by way of the factor's commission.
5. The assignor hereby warrants:
  - (a) The debts shall be bonafide debts owing to the assignor
  - (b) The assignor shall not have assigned the debt to a third party
  - (c) The payer who the debt is owing shall not have sought to dispute, repudiate or rescind the debt or to set off or counter claim in respect of it.
6. The assignor will immediately reimburse the factor in full amount of the invoice in the event:
  - (a) The amount of any debt not being reimbursed to the factor within a period of 90 days from it assignment
  - (b) The payer for whatever reason deeming the debt void or unpayable
  - (c) The assignor being paid directly by the payer
7. In the event for whatever reason there being a shortfall in the payment made by the payer the assignor will within seven days reimburse the factor in the amount of the said shortfall
8. The assignor shall as agents for the factor take all such action as the factor may reasonably require to enforce the payment of all debts purchased and shall hold as a trustee for the factor payments received in the respect of such details
9. The factor may as and when necessary act as agents for the assignor in relation to the collection of the said debt or debts and may in particular in that context write letters as such agents and give notice of assignment of the assignor's behalf if so required

AS WITNESS the hands of the parties in the date first above written

SIGNED by the said  
(PRINT INITIALS & SURNAME) ..... ASSIGNOR'S SIGNATURE .....

In the presence of:  
(TO BE WITNESSED BY YOUR ACCOUNTANT, SOLICITOR OR BANK MANAGER)  
WITNESS NAME: .....  
ADDRESS: .....  
.....

WITNESS SIGNATURE .....

SIGNED by the said  
NEAL ALEXANDER ANDREAN FACTORS SIGNATURE .....

In the presence of: Witness name C.A. Andrean of CASHFLOW SERVICES 121 PARK ROAD, NEW BARNET, HERTS  
WITNESS SIGNATURE.....