

Ace Children's Occupational Therapy Ltd

Terms and Conditions

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Ace Children's Occupational Therapy Ltd

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Master Terms

These Master Terms apply to all engagements by Ace Children's Occupational Therapy Ltd ('Ace', 'we', 'us'). They are supplemented by the Schedule applicable to the client type:

- Schedule A — Private / Consumer Clients
- Schedule B — Schools, Multi-Academy Trusts, Businesses and Charities

In the event of conflict, the applicable Schedule prevails over these Master Terms in respect of that client type.

1. Our Clinical Team

Our Therapists:

- Are HCPC-registered and hold registered qualifications from the Royal College of Occupational Therapists;
- Hold Enhanced DBS certification;
- Hold professional membership with specialist sectors such as SI Network and other professional memberships;
- Ace utilises OT technicians to deliver their services from time to time, all OT Technicians are supervised by a qualified OT.
- Are insured with Balens Insurance Ltd and with RCOT.

2. Services and Assessments

By completing the pre-assessment forms and returning them, you are entering into a contractual agreement for an EHCP, Standard assessment package, Toddler Assessment or Tribunal Assessment, provided by an Ace OT. The travel time and fuel costs are in addition (if applicable). Changes to the package cost, for example, change of assessment location or the type of assessment, may be agreed in advance but cannot be changed on the day of the assessment or retrospectively.

Payment terms for assessments are set out in the applicable Schedule (A or B).

3. Treatment Sessions

By scheduling treatment sessions, either at home, school or clinic, your child is expected to attend. The travel time and fuel costs are in addition (for non-clinical appointments). Invoicing frequency and payment terms are set out in the applicable Schedule.

Occupational Therapy treatment can be agreed on completion of the Assessment and receipt of the Report or on receipt of an OT report from another OT provider which is deemed to provide sufficient clinical data, written no more than 24 months prior. This may be for direct treatment either at school, clinic, home, or other venue depending on need to be confirmed on an approved quote. Treatment can be flexible to the child's and family's needs (where possible). Treatment will include goal setting with the child, family and school (where appropriate) and the goals reviewed at the end of each block of treatment sessions, before proceeding with agreement of the parents / carers. Note writing, liaison time, preparation time and programme writing are chargeable activities.

4. Safety

A parent / carer is expected to be present either in the room or within the home or other venue for the duration of each session. The therapist cannot be expected to look after additional siblings present in the home, venue or within the clinic. Parents / carers are expected to be responsible for their children when not in the direct contact of the OT (outside of any treatment area provided)

whether in the home, school or other venue. In the family home, the area provided for the therapist to work within should be free of sharp objects on the floor, clean and any pets removed from the vicinity, and placed in another room. Please do not smoke in the presence of the child or the therapist.

If the therapist team member deems the space to be unsuitable for therapy to take place the session will be cancelled and chargeable. A risk assessment may be completed, and sessions may recommence once appropriate actions have been taken.

Parents are responsible for children / family members attending the clinic space and their safety outside the building. We are based on a farm. Please note there may be vehicles moving and animals that may be viewable. You are requested not to allow children to touch the animals nor climb on any fencing.

The therapist will treat the child / adult at any venue with due respect and use appropriate language and dress code. It is expected that the adult will address the therapist with equal respect and wear appropriate clothing and use appropriate language. Any physical, verbal or emotional abuse towards the therapist by the client or adult at any time will result in the termination of the session. Where a session is terminated on these grounds, the full session fee and any travel charges remain payable. Children whose condition involves potential for harm (either physical, verbal or emotional) either towards themselves or others should be notified to the therapist in advance by the parent or caregiver. A risk assessment may be required to ensure safety of the client and therapy team member. Sessions may be postponed or cancelled if the risks are deemed too high, until such time that the risks are reduced or managed. The child should wear loose comfortable clothing such as T-shirt and shorts or a tracksuit. Clothing such as tight jeans, hoodies and tops with additions such as sequins, beads or fringing are not suitable.

5. Safeguarding

Safeguarding is taken very seriously at Ace. All staff take training annually. A copy of our Safeguarding Policy is displayed at our clinic and is available on request for any parent whose child receives services remotely. Our Designated Safeguarding Lead (DSL) is Miriam Mitchell and Candice Hay.

Where Ace is required by law, by HCPC Standards of Conduct, Performance and Ethics, or by the Working Together to Safeguard Children statutory guidance to refer a safeguarding concern to children's social care, the police or another statutory agency, Ace will do so whether or not the client or the parent has consented to the referral.

Where it is safe and lawful and appropriate to do so, Ace will inform the parent before making such a referral; however, where doing so may place a child or another person at risk, prejudice an investigation, or otherwise be unlawful, Ace OT may make the referral without prior notice.

No liability for breach of confidence, breach of contract or loss of trust shall arise from any safeguarding referral made in good faith and in accordance with legal or professional obligations.

This clause should be read together with sections 10 (Parental Responsibility) and 11 (Statutory and Safeguarding Disclosure) below.

6. DBS, HCPC Registration and Training

Each therapy team member holds a valid Enhanced Disclosure DBS document (when required), and, in most cases, this will be viewable on the Update service. The Update service makes the DBS portable, for example, it will hold the same validity in a school as if the DBS had been created for that particular school.

All OTs are registered with the Health and Care Professions Council, as a Practising member of the Allied Health Professions – Occupational Therapist (OTTs and OTAs are not registered with HCPC). This requires proof of ongoing professional development as a practitioner and re-registering every 2 years. This is the only registration which allows practice as an Occupational Therapist in the UK and requires the therapist to hold valid qualifications for registration. Some therapists have completed training with the Sensory Integration of UK and Ireland for Sensory Integration Theory and Practice, plus holding further evidence of training for other courses to maintain professional development. The therapy team members such as the OT or the OT Technician have documentation for up-to-date skills and knowledge for: Basic life support and Anaphylaxis, Safeguarding Children and Adults, Manual Handling and the Mental Capacity Act. The OT abides by the Code of Ethics as detailed by the Royal College of Occupational Therapists.

OTs follow Company policies for: infection control, information governance, fire safety, health and safety, or will follow local policies within schools or colleges, where necessary.

7. Equipment

The therapist is generally responsible for provision of the therapy equipment required (unless otherwise agreed), apart from 'consumable' items such as play dough, therapy brushes, oral motor toys, which will need to be purchased by the parent / carer / school in advance, on the advice of the OT, if these are to be used on a regular basis within therapy sessions. This does not include the assessment package. This is due to this type of item being only suitable for single child use, where hygiene and infection control regulations recommend that it is not re-used with other children. Parents or schools may be recommended to provide or purchase specific equipment as outlined in the Assessment Report. If an OT makes recommendations for specific equipment to be provided as part of ongoing therapy programmes and goals and this is not provided this can impact on the outcomes of the child's therapy.

8. Data Protection, Confidentiality and Record Keeping

Any documentation will be stored safely in accordance with Caldicott Guidelines (rcot.co.uk) and be treated as confidential.

A copy of our GDPR Privacy Notice is issued to all new clients and may also be viewed online at: <https://acechildrensoccupationaltherapy.com/privacy-policy>

Clinical progress notes will be kept following any intervention or contact made with the child / family / school.

Ace processes special category personal data (child health data) and acts as a data controller. Where Ace delivers services on behalf of a Local Authority, a school or another commissioner, the parties will agree the relevant data-sharing or controller-to-controller arrangement in writing before any personal data is shared. Ace complies with the UK GDPR, the Data Protection Act 2018, the Caldicott Principles and the HCPC Standards of Conduct on confidentiality.

9. Report Ownership and Use

Ace owns the copyright in all assessment and clinical reports it produces (an 'Ace Report'). On payment in full of the relevant invoice, the client may use the Ace Report for the purposes of the child's education, health and care — including sharing it with the child's school, treating clinicians, Local Authority, legal advisers, and the First-tier Tribunal (SENDIST) where relevant.

An Ace Report may not be edited, published, shared on social media, or used for commercial purposes without Ace's prior written consent. Use of an Ace Report in family court or other legal proceedings is governed by section 10.

10. Parental Responsibility, Consent and Use of Reports

10.1 Warranty of authority

The party commissioning the assessment, treatment or report on behalf of a child or young person ('the Commissioning Party') warrants to Ace that:

- (a) they hold parental responsibility for the child within the meaning of the Children Act 1989, or are otherwise lawfully authorised to commission the work; and
- (b) either they are the only person with parental responsibility, or they have informed every other person with parental responsibility (or other lawful decision-making authority) of the proposed engagement and have obtained their consent or believe on reasonable grounds that consent has been obtained.

Where a Local Authority or other public body funds, instructs or issues a purchase order for the work (a 'Funder'), the Funder is not the Commissioning Party for the purposes of this section 10. In such cases the warranties in this section 10 are given by the parent or carer holding parental responsibility for the child, who remains the Commissioning Party, and the Funder's role is under section 16.

10.2 Disclosure of all parental responsibility holders

The Commissioning Party must disclose to Ace in writing, before work commences, the full name, relationship to the child and contact details of every other person with parental responsibility, regardless of whether that person is currently involved in the child's care or in commissioning the work. This duty continues throughout the engagement; the Commissioning Party must inform Ace promptly of any change.

Ace may, at its discretion, require written consent to be obtained from each person with parental responsibility before commencing or continuing work, and may share the report with, or seek consent from, those persons directly.

10.3 Use of reports in legal proceedings

Ace Reports are clinical reports prepared to support a child's education, health and care. They are not prepared as expert evidence for legal proceedings of any kind, and they should not be assumed to meet the standards or duties that apply to formal expert reports.

If, at the point of commissioning or at any later stage, the Commissioning Party intends or anticipates that the assessment or any resulting report may be used in any legal proceedings — other than a SENDIST appeal — they must disclose that intention to Ace in writing before work commences, and must update Ace promptly if the intention arises later.

An Ace Report may only be filed in, submitted to, or relied on within any legal proceedings (other than a SENDIST appeal) with Ace's prior written consent. Where Ace consents, this is a separate engagement, on separate written terms, at the rates specified in Ace's then-current price list. Ace reserves the right to decline any such instruction.

10.4 Disputes between persons with parental responsibility

Ace is not a party to and will not act as arbiter in disputes between persons with parental responsibility. Where Ace becomes aware of any disagreement, objection or dispute between persons with parental responsibility concerning the assessment, the treatment, the contents of an Ace Report, or the sharing of an Ace Report, Ace may:

- (a) pause work pending written confirmation of agreement between all relevant parties;

- (b) require independent legal confirmation of who has authority to instruct Ace;
- (c) decline to share an Ace Report with any party until Ace is satisfied that all persons with parental responsibility have consented or that Ace is otherwise lawfully required or permitted to share it; or
- (d) withdraw from the engagement entirely.

All fees for work undertaken up to the point of pause or withdrawal under this clause remain payable in full. Additional administration time such as phone calls, emails and meetings will be subject to additional charges where required to manage disputes, objections or disagreements. Where Ace has incurred non-cancellable costs (including staff time already scheduled), those costs are also payable.

10.5 Consequences of breach of warranty or disclosure

If any warranty in section 10.1 is incorrect, or if any disclosure required by section 10.2 or 10.3 is not made, is incomplete, or is materially misleading, Ace may, without prejudice to its other rights:

- (a) pause or withdraw from the engagement immediately;
- (b) refuse to release or having released, withdraw an Ace Report from publication and require its destruction;
- (c) charge in full for all work undertaken and all non-cancellable costs incurred; and
- (d) recover from the Commissioning Party any costs, expenses or losses Ace incurs as a result, including reasonable legal costs.

Nothing in this section limits Ace's professional or statutory duties under the HCPC Standards of Conduct or any safeguarding obligation.

11. Disclosure of Statutory and Safeguarding Involvement

11.1 Duty to disclose

Before work commences, the Commissioning Party must disclose to Ace in writing, in response to Ace's pre-assessment forms, whether the child or young person:

- (a) is currently, or has been, subject to a Child in Need plan, Child Protection plan or any other safeguarding intervention by a Local Authority or other statutory body;
- (b) is currently, or has been, involved in the youth justice system, or has any criminal record;
- (c) has been an inpatient in a mental health setting, or subject to assessment or treatment under the Mental Health Act 1983, within the previous 24 months; or
- (d) is currently subject to any other ongoing statutory involvement that may affect the assessment, the treatment plan, or the appropriate sharing of the report.

11.2 Continuing duty

The duty in 11.1 is continuing. The Commissioning Party must inform Ace promptly in writing of any new or changed circumstances arising during the engagement that fall within the categories above.

11.3 Ace's right to liaise

Where statutory involvement is disclosed, Ace may, where clinically indicated, liaise directly with the relevant Local Authority team, mental health service, youth offending team or other statutory body. Ace will do so under the lawful basis available to it for processing health and care data, and in accordance with its obligations under data protection law and professional standards on confidentiality. The Commissioning Party authorises Ace to make such enquiries as Ace considers necessary in the child's interests.

11.4 Consequences of non-disclosure

If information falling within section 11.1 is not disclosed, is incomplete, or is materially misleading, the consequences in section 10.5 apply equally.

12. Subcontracting

Ace may deliver services through employed staff or through subcontracted HCPC-registered Occupational Therapists, OT Assistants and OT technicians. All subcontractors are required to meet equivalent standards to Ace employees, including HCPC registration, Enhanced DBS, professional indemnity cover, safeguarding training, and compliance with Ace's clinical and information-governance policies. Ace remains responsible to the client for the acts and omissions of its subcontractors as if they were its own.

13. Cancellation of Appointments

Our therapy treatment sessions run for 45 minutes and may be delivered weekly, fortnightly or monthly, taking place at a variety of premises. Additional time is required for clinical notes after each session of 15 minutes. If you cannot make a session, please let us know, giving as much warning as you can. Of course, we will contact you should it be necessary to reschedule but please be assured this seldom happens. Once you have booked a session, this hour is your child's; if you arrive late to a venue, we may still need to end at your regular finishing time because we are likely to have other people scheduled after you.

We operate a sliding scale of cancellation / no-show charges. This is because, unlike other branches of Medicine, we set aside large blocks of reserved time for your appointment, especially for assessments and will have prepared for it. The sliding scale, applicable to both assessments and treatment sessions, is:

Notice given	Charge (of anticipated session fee)	Travel / fuel
More than 72 hours	No charge	Not applicable
48 – 72 hours	25%	Not applicable
24 – 48 hours	50%	Not applicable
Less than 24 hours / no show	100%	Full fuel cost payable if the therapist had already travelled or commenced travel

We try to fill all cancelled slots and if we can do so, we may, at our discretion, waive the first two of these fees, but this is not guaranteed.

We understand that people fall ill and have accidents, but you must appreciate that we are also running a business. Ace's office hours are 0900–1700, Monday to Friday, excluding English bank holidays. If you must cancel, please do so by phone or email to the Ace office during office hours. Both channels are acceptable and will be acknowledged promptly.

Notices received outside office hours will be treated as received at 0900 on the next working day. The relevant period for calculating the applicable charge runs from the time we acknowledge receipt of the notice.

14. Other Appointments, Documentation and Meetings

If you need to contact your therapist urgently in-between sessions, then of course we will try and make them available, providing it is for a short period of time, typically there will be no charge (for example a short phone call). However, if this were to become regular, we may suggest a time you attend an additional session which would be chargeable. The OTs do not have the capacity to undertake regular emails or phone calls as this is unpaid time, where their schedules are invariably booked back-to-back. If you require this level of communication, then this time will have to be scheduled and charged where our current hourly rates will apply.

Where a family request the therapist to attend meetings either at school or with other agencies (e.g. Annual Review meetings), the therapist will charge the hourly rate plus travel time and fuel costs. Documentation required outside of treatment e.g. reports for an EHC Plan, referrals to other professions, letters etc will be charged at the hourly rate pro rata for time spent on the task (which will include planning, typing, copying and posting).

15. Fees, Price List and Price Review

Standard, EHCP and Toddler Assessments have fixed charges as set out in the current Ace price list. The Assessment reports are usually extremely comprehensive, we have incorporated a small administrative charge for this and the Quality Assurance process; we do not usually charge extra for complexity in this, no matter how long it takes. Nor do we usually charge for telephone liaison with other parties or professionals, although we reserve the right to do so where such work is particularly complex or time-consuming.

Ace reviews its price list annually. Ace may revise its fees with not less than 60 days' written notice. Revised fees apply to assessments and treatment sessions commissioned after the effective date of the revision. Existing, already-invoiced commitments are not affected. For termly business contracts (Schedule B), fee changes take effect from the first full term following the notice period.

16. Local Authority Commissioned Work

Where Ace delivers services commissioned by a Local Authority (a 'Funder' as defined in section 10.1), Ace recognises the LA's statutory duty to secure provision specified in a child's Education, Health and Care Plan. Such commissioning by a Funder does not displace the requirement for the parent or carer holding parental responsibility to give the consent and warranties set out in section 10 as the Commissioning Party. Ace will not commence chargeable LA work without a written purchase order; receipt of a purchase order is a condition precedent to invoicing.

Where there is a delay in a purchase order being received from an LA to Ace, Ace reserve the right to pause, cancel or discharge the client from services, until such time as the PO is received from the LA.

Where the LA requests the author of an Ace Report to provide expert witness evidence at tribunal, this is a separate chargeable service at the rates specified in the current Ace price list.

17. EHCP Work

An Education, Health and Care Plan (EHCP) is a statutory plan maintained by a Local Authority that specifies the provision a child or young person must receive. The EHCP determines what provision is required.

Provision specified in an EHCP may be commissioned in any of the following ways:

(a) by a Local Authority directly, under a purchase order, in which case section 16 applies and the Local Authority is a Funder;

(b) by a parent, carer or young person using a personal budget taken as a direct payment, in which case Schedule A (Private / Consumer Clients) applies and the person commissioning the work is the Commissioning Party; or

(c) by a school, academy or multi-academy trust using delegated or devolved SEN funding, in which case Schedule B (Schools, Multi-Academy Trusts, Businesses and Charities) applies.

Where Ace is commissioned to provide services under an EHCP or similar arrangement, Ace may liaise with relevant third parties involved in that provision, including local authorities, educational settings, commissioners and other involved professionals, where reasonably necessary for service delivery, review, reporting or safeguarding.

18. Limitation of Liability

Nothing in these terms excludes or limits Ace's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be excluded or limited.

Subject to the paragraph above, Ace's total aggregate liability to the client arising out of or in connection with any engagement, whether in contract, tort (including negligence) or otherwise, is limited to the total fees paid by the client to Ace in the 12 months immediately preceding the event giving rise to the claim.

Ace is not liable for indirect, special or consequential losses, loss of profit, loss of reputation or loss of opportunity.

19. Complaints and Dispute Resolution

If you have a concern about any aspect of Ace's service, please raise it in writing to the Ace office in the first instance. Ace will acknowledge within 5 working days and respond substantively within 20 working days. If the matter is not resolved, either party may request escalation to a director, who will respond within a further 20 working days.

The parties will attempt in good faith to resolve any dispute through the procedure above before commencing formal proceedings. Nothing in this clause prevents either party from seeking urgent injunctive relief.

Complaints about an individual therapist's professional conduct may also be made to the Health and Care Professions Council (HCPC).

20. Governing Law and Jurisdiction

These terms and any engagement governed by them are subject to the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction over any dispute, save that Ace may bring proceedings for the recovery of unpaid fees in any court having jurisdiction over the client.

21. Precedence Where Client Imposes Its Own Terms

Where a client (typically a Local Authority or multi-academy trust) issues a framework agreement, call-off contract, purchase order terms or other written contract that Ace has signed, the order of precedence in the event of conflict is:

- (i) any signed framework or call-off contract with the client;
- (ii) the applicable Schedule (A or B) of these Terms;
- (iii) these Master Terms.

A purchase order issued by the client does not operate to incorporate the client's own standard terms unless Ace has expressly agreed to them in writing.

Schedule A — Private / Consumer Clients

This Schedule applies where the client is a parent, carer or other individual commissioning services for a child (or for themselves as an adult private client).

A1. Deposits and payment terms

You will be invoiced for 50% of the assessment cost on confirmation of the scheduled date and will not be expected to pay the balance plus any applicable travel charges until you have received the report and the assessment has been completed in full. Payment should be made by bank transfer, debit or credit card as per the invoice details, and should be received within 14 days of the invoice date or at least 1 week ahead of the confirmed assessment date.

For treatment sessions, invoices are issued monthly in arrears and are payable within 14 days of the invoice date.

A2. Late payment interest (consumer clients)

If an invoice is not paid by its due date, Ace will issue a reminder and allow a further 7 days for payment. If the invoice remains unpaid after the reminder period, Ace may charge interest on the outstanding amount at the rate of 4% per annum above the Bank of England base rate from time to time, accruing daily from the day after the reminder period expires until the date the invoice is paid in full (whether before or after judgment).

Ace may also recover its reasonable costs actually incurred in collecting the debt (for example, fees of solicitors or collection agencies).

A3. Payment methods

We welcome payment by bank transfer, debit or credit card. Please note that any collection costs incurred by Ace Children's Occupational Therapy Ltd (including fees billed by collection agencies, credit reference agencies and solicitors) will be added to the final amount payable.

A4. Warranty by Commissioning Parent or Carer

In addition to the obligations in Master Terms sections 10 and 11, where the Commissioning Party is a private individual (parent or carer), they confirm that:

- (a) they have read the pre-assessment information and consent forms in full;
- (b) the information they have provided about the child, the family situation, parental responsibility, any current or past safeguarding or statutory involvement, and any actual or anticipated family court or other legal proceedings, is accurate, complete and not misleading;
- (c) they understand that Ace is relying on this information in agreeing to undertake the work, and in setting the fee; and
- (d) they will inform Ace promptly in writing if any of this information changes.

Ace's rights and remedies under sections 10.5 and 11.4 of the Master Terms apply in full to any breach of this warranty.

Schedule B — Schools, Multi-Academy Trusts, Businesses and Charities

This Schedule applies where the client is a school, multi-academy trust, independent school, nursery, charity or other commercial or institutional entity that is not a Local Authority and not a consumer.

B1. Engagement model

Services are typically commissioned on a termly bulk contract basis (the 'Business Contract'), evidenced by a signed service agreement or an accepted written quotation, together with a purchase order.

B2. Invoicing and payment terms

Invoices are issued monthly in arrears against the Business Contract. Payment terms are 30 days from the date of the invoice. Payment may be made by bank transfer (preferred), debit or credit card as per the invoice details.

Where the client requires a purchase order number on invoices, the client must supply the purchase order number before services commence. An invoice issued in accordance with a purchase order supplied by the client is a 'valid invoice' for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

B3. Cancellation of Business Contracts

For business customers engaged on a bulk termly contract basis, we require a full term's notice in the event of termination, due to the volume of organisation required in re-allocating the staff already engaged and scheduled to deliver the defined services. If notice is served between the start of a term and half term, half the termly fees will still be due the following term. If notice is served between half term and the end of term, the full termly fees will be due the following term. Fees will continue being invoiced on a monthly basis.

In each case, where it is possible to re-allocate the staff assigned to a termly contract, their fees will be deducted from the balance payable.

B4. Late payment interest (business clients)

Without prejudice to any other right or remedy, Ace is entitled under the Late Payment of Commercial Debts (Interest) Act 1998 to interest on any unpaid sum at the rate of 8% per annum above the Bank of England base rate from time to time, accruing daily from the day after the due date until payment in full (whether before or after judgment). This rate is declared in this Schedule as the contractual rate for the purposes of that Act.

Ace is also entitled to a fixed sum by way of compensation for the cost of recovering the debt, in addition to interest, as follows:

Amount of debt	Fixed recovery sum
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

Where the reasonable costs of recovering the debt (including, without limitation, fees charged by solicitors, collection agencies and credit reference agencies) exceed the fixed sum, Ace is entitled to recover the additional reasonable costs from the client.