

Commercial Rent Arrears Recovery (CRAR)

Our Ref:

For internal use

> I/We hereby authorise you to take control of goods under the Tribunals, Courts & Enforcement Act 2007 in the tenure and occupation of:

Name of tenant: _____

Being situated at:

Address of tenant: _____

Postcode: _____

Telephone: _____ Email: _____

Shop Warehouse Office Other (please specify): _____

For the sum of: £ _____ (Rent, Interest & VAT Only) Opening hours From: _____ To: _____

> Being in arrears due to the Landlord: *Please provide a copy of the lease*

Name of landlord: _____

Due on the: ____ / ____ / ____ (day/month/year)

For the Period: ____ / ____ (Starting) ____ / ____ (Ending)

> Details of instructing landlord, solicitor or agent:

Company Name: _____ Contact name: _____
if applicable

Address: _____

Postcode: _____

Email address: _____ Telephone: _____

Additional Information: _____

And to proceed therein for the recovery of the said Rents and Costs as the law directs: and for so doing, this shall be your sufficient warrant, authority and indemnification against against all legal action, as well as against all costs, charges or expenses which you may incur or be liable to pay by reason of your executing this Warrant, and do thereby undertake not to hold you accountable for any goods forcibly or clandestinely removed.

> Signature

By submitting this form you hereby agree that you have the authority to act on behalf of the instructing party and agree to all terms and conditions set out in the attached.

Signed: _____ / ____ / ____ (day/month/year)

Print Name: _____

Complete this form and send to: Andrew Wilson & Co, 26 Missouri Avenue, Salford, M50 2NP
DX: 710252 or email to property@andrewwilsonandco.com

Andrew Wilson & Co - Terms of Business

1. Introduction

- 1.1 Andrew Wilson & Co is a trading style of CGDM Limited (registered number 03965214). Our registered office is at 26 Missouri Avenue, Salford, Manchester M50 2NP.
- 1.2 Our services include, but are not limited to; the enforcement of judgment debt and Orders for the possession of land and buildings, Commercial Lease Forfeiture, security and other repossession work.
- 1.3 In this document, "we" and "our" relate to Andrew Wilson & Co and "you" and "your" relates to you, the client.
- 1.4 We will provide you with a dedicated Manager or Director who will be responsible for managing work on your case(s).
- 1.5 Our agreement to carry out work on your behalf takes effect from the date we receive your instruction(s), however, these terms will apply from the date we provide you with a copy of them.
- 1.6 Terms means the terms and conditions set out in this document and include any other terms set out or referred to in our instruction letter or other written communication (for example, email). These terms supersede any prior version and apply to all services that you instruct us to provide and cannot be varied or amended except in writing by us. Please read all information contained herein and that we provide to you from time to time and contact us if you have any concerns or queries.

2. Regulatory Information

- 2.1 Our High Court Enforcement Officers are authorised by the Lord Chancellor pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act 2003 and Regulation 6 of the High Court Enforcement Officers Regulations 2004 to execute judgment orders of the High Court and County Court of England and Wales. They are regulated by the Ministry of Justice.
- 2.2 We operate within and comply with the National Standards for Enforcement Agents and the High Court Enforcement Officers Regulations 2004.
- 2.3 As members of the High Court Enforcement Officers Association (HCEOA) we are committed to following their Code of Practice and delivering the highest standards of enforcement.

3. Our Responsibilities

- 3.1 Abide by the law relating to civil enforcement and in particular the Taking Control of Goods Regulations 2013, Taking Control of Goods (Fees) Regulations 2014 and other governing legislation.
- 3.2 Comply with the Data Protection Act 1998 and any statutory instrument made under the same or any amendments thereto.
- 3.3 Maintain a record of all work completed and make it available to you upon request.
- 3.4 Provide regular reports on the progress of the work being completed on your behalf.
- 3.5 Raise any issues or concerns that may be found during the term of our engagement.
- 3.6 Ensure all codes of ethical practice are followed and maintained.
- 3.7 Ensure all our staff have the necessary skill, training and qualifications in their respective field, to deliver a high level of service in a timely manner and with the appropriate care and attention.
- 3.8 Delegate services, by instructing one or more other persons or firms on your behalf, where we consider this to be appropriate.
- 3.9 We reserve the right to refuse to undertake instructions on your behalf without stating a reason.
- 3.10 Please note that we are unable to refund any fees paid to HM Courts and Tribunal Service (HMCTS).

4. Your Responsibilities

- 4.1 To provide us with up to date and accurate information and documentation to assist us with the delivery of our services to you.
- 4.2 By instructing us you are confirming that;
 - a) the information you have provided is correct
 - b) you accept any responsibility for information that proves to be incorrect
 - c) you are not aware of any other action being undertaken that may prevent or hinder us from carrying out our services
 - d) we are authorised on your behalf to enter into a payment arrangement where payment in full cannot be obtained
 - e) you will notify us immediately should you become aware of any court order revising, staying or setting aside the terms of any order or judgment upon which we are instructed.
- 4.3 You are expected to check these terms as and when they are revised on our website and to take notice of any binding changes or notices published elsewhere in our communications, which may include regulatory changes.

5. Fees

5.1 Writs of Control and Commercial Rent Arrears Recovery (CRAR)

- (a) Our fees applicable to Writs of Control and CRAR are regulated by the Taking Control of Goods (Fees) Regulations 2014 (the Regulations) and we charge VAT at the appropriate rate.
- (b) There is a fee payable to HMCTS to obtain a Writ. This fee is currently £66 and is payable by you. Where we either;
 - (i) receive a judgment or an Order from you to enforce a matter and 'transfer up to the High Court is necessary, or
 - (ii) we are instructed to obtain a Writ of execution (pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act 2003),
- (c) We may choose to forward payment to HMCTS on your behalf so as to speed up the 'transfer up' process. By forwarding a judgment or an Order to us to enforce, you agree to reimburse Andrew Wilson & Co for any fee paid in advance to HMCTS.

- (d) If we are able to recover the debt in full, all our fees are payable by the debtor.
- (e) Where a payment arrangement is entered into with a debtor or third party, before we pay any monies collected to you, we will retain the compliance fee of £75 + Vat, in accordance with the Taking Control of Goods (Fees) Regulations 2014.
- (f) The remaining monies collected will be distributed proportionally between us and you in payment of our fees and the amount due to the claimant.
- (g) In circumstances where the outstanding balance is only partially paid, our fees will be calculated on a pro-rata basis.
- (h) Where no monies are recovered, the Compliance fee of £75 + VAT will become payable by you.
- (i) If you or the claimant receives any payment whatsoever, either by agreement or consent order, you become liable for payment of our fees that otherwise would have been recoverable from the debtor and we will invoice you accordingly.
- (j) Monies recovered under a Writ of control will be retained by us for a period of 14 days, to comply with the Insolvency Act 1986.
- (k) We will hold, on your behalf, any part payment recovered in an enforcement action until the amount payable to you reaches a sum of £50, unless expressly agreed otherwise by us.
- (l) If a stay is granted on a judgment, any monies or assets recovered will be held by us until the outcome of the hearing.

5.1 Property Services

- (a) Where we are instructed to transfer up and/or obtain a Writ of execution (pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act 2003), the fee payable to HMCTS to obtain a Writ is to be paid by you.
- (b) Our fees to gain possession of property, land, specific goods or any other assets whatsoever or to provide security or any other service associated with the same, are payable by you as set out in our instruction letter and are subject to VAT.
- (c) Where our initial risk assessment of the work you instruct us to undertake indicates that a reconnaissance of the land is required, a charge is payable as set out in our instruction letter and will be subject to VAT.
- (d) All disbursements, including, but not limited to; locksmith costs, recovery vehicles, storage, auctioneers and specialist contractors, are payable by you.
- (e) Where our planned attendance is delayed or cancelled by you or any other party, within 2 business days of the appointment or after service of our notice of enforcement, we reserve the right to charge 75% of any fixed fee we have already quoted to you in our instruction letter or 100% of the first hour fee, where we have quoted for the work by the hour.
- (f) Where our agents have been forced to withdraw from a planned attendance due to circumstances outside of our control, for any reason whatsoever, we reserve the right to charge you for a further attendance with additional support and/or a court order dispensing with notice.
- (g) Where we are instructed to provide security services, a minimum term will apply as set out in our instruction letter to you.
- (h) In the event of late payment of any invoice, we reserve the right to charge administration fees and default interest at the rate of 4.00% above Bank of England base rate on any balance passed to our debt recovery agents or legal advisors.

6 Complaints and Disputes

- 6.1 We provide a high quality service to all our clients. If you have a concern about the way your case is handled, you should raise this with your Relationship Manager or by contacting our office directly.
- 6.2 Complaints received by us will be acknowledged and dealt with within 7 days.
- 6.3 If you are not satisfied with the outcome of your complaint, you can refer the matter to the HCEOA.
- 6.4 If you dispute our invoice, you should raise this with your Manager or Director or by contacting our office directly.
- 6.5 Should you wish to cancel your instruction, upon request we will provide any relevant return or certificate within 7 days.

7 Our liabilities

- 7.1 These terms do not affect our liability to you in any way for personal injury or death arising from our negligence, or our liability for misrepresentation made by one of our employees or agents, which cannot be excluded under applicable law.
- 7.2 We accept no liability for the content or interpretation of regulatory documents unless specifically instructed to report on them. We do not warrant that property or land upon which we are instructed to attend are free from contamination or that any structure is compliant with regulations.
- 7.3 You agree not to bring any claim for any losses against any staff member, director or consultant and that any claim for losses must be brought against us.
- 7.4 We will not be liable for any loss of income, profits, reputation, customers, use or opportunity; including without limitation breach of contract, negligence, wilful act or default.
- 7.5 We do not provide legal advice and any instruction to us to act as legal representatives, trading as Harrison Drury & Co, Solicitors, of 1A Chapel Street, Preston PR1 8BU, is for the purpose of assisting with the transfer up of a court judgment to the High Court for enforcement only. Any communication relates strictly to the services we do provide.
- 7.6 We accept no responsibility for any actions you may take or loss you incur as a result of communication provided by us.
- 7.7 We hold public liability and professional indemnity insurance, details of which may be obtained upon request.

8 General

- 8.1 These terms are subject to the laws of England and Wales and shall not affect any provision of the general law or professional standards applicable to the relationship between us and you.
- 8.2 Any notice to be given to us may be sent to us at our registered office and, any notice to be given by us may be given at your last known postal or email address.