

TERMS OF BUSINESS ©

Enforcement Bailiffs Ltd, t/a Derby Legal Services, DLS Enforcement, DLS, FGW, Frank G Whitworth, Quality Bailiffs, National Enforcement Group, sheriffs are coming and Quality Guards. A company registered in England and Wales with a company registration number of 07090537, whose registered office is at 384 Linthorpe Road, Middlesbrough TS5 6HA. Our registered VAT number is 169 4143 90.

WHEREAS

(1) These terms of business set out the basis on which we shall conduct all matters undertaken for you and shall be read in accordance with any covering letter. Any differences arising in respect of individual matters shall be notified to you in writing.

(2) We confirm having carried out a Conflict of Interest assessment and none exists to prevent us from accepting your instructions set out in our Proposal.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"I", "we", "our", "us" means the party instructed to carry out the Services; We also use the terms "Quality Bailiffs", FGW, DLS, QB, QG, "the company", to refer to Enforcement Bailiffs Ltd

"Client", "you" means the person who accepts a quotation or offer for the provision of Services to be provided by us;

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;

"Commencement Date" Means the date in which we formally accept your instructions in writing;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Services" means the Services to be provided by us.

"Term" means the term of this Agreement;

"GDPR" means The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means.

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.2.3 "this Agreement" is a reference to these Terms as amended or supplemented at the relevant time.

1.2.4 a Clause or paragraph is a reference to a Clause of this Agreement.

1.2.5 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Communication

2.1 We shall communicate with such of your officers, staff and other advisers as appears to us to be appropriate. If, however you have any specific security requirements relating to the communication of information to you or your company (as the case may be) then please advise us.

2.2 Instructions given by the Client to us shall be in writing or, if given orally, shall be confirmed by the Client in writing not more than two business days after the order is given.

3. Liability

The Services we provide to you, which shall include any information or advice given to you, is based solely on the information you have given to us and does not constitute advice to any third party to whom you may communicate it.

4. Rights of Third Parties

4.1 Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other persons regardless of whether the Client instructs us on behalf of another.

4.2 The terms on which we are acting on the Clients matter (contained herein or otherwise) are intended to be enforceable solely by the contracting parties herein.

4.3 We do not accept any liability for services or information provided by any third parties instructed by us on the Clients behalf in respect of the relevant Services unless there is prior agreement in writing by the third party.

5. Provision of Services

5.1 With effect from the Commencement Date, we shall, throughout the course of the instructions, provide the Services to the Client as agreed within the Clients original instruction.

5.2 We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the litigation support, Enforcement, data processing and professional investigation sector in the Jurisdiction in which our Head Office is based.

5.3 We shall act in accordance with all reasonable instructions given to us by the Client provided that such instructions are lawful as far as we are aware, but clients should take their own legal advice.

5.4 We shall be responsible for ensuring that the regulated services comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to their provision.

5.5 We may, in relation to certain specified matters relating to the Services, act on the Client's behalf. Such matters shall not be set out in this Agreement but shall be

agreed between the Parties (any such agreement to be confirmed in writing) as they arise from time to time.

5.6 We reserve the right to amend or supplement any terms herein contained generally or specific to any matter by providing notice in writing.

6. Client's Obligations Pertaining to Services

6.1 The Client shall use all reasonable endeavours to provide all pertinent information in their lawful instruction to us that is necessary for us to provide the Services.

6.2 The Client may, from time to time, issue reasonable lawful instructions to us in relation to our provision of the Services, only insofar as they meet the specifications of the service offered by us.

6.3 In the event that we require the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

6.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities, regulatory bodies or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof) unless otherwise specifically agreed.

6.5 If the nature of the Services requires that we have access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure we have access to the same at the times to be agreed between us and the Client as required.

6.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 6 shall not be our responsibility or fault.

7. Fees, Payments and Records

7.1 The cost of the Services shall be indicative of the type of work undertaken and it is normal procedure for us to provide an estimate or quotation in each instance along with details of our payment terms, headed appropriately as such. If there are any changes in the Clients instructions or in the circumstances of the matter at any time these shall be reflected, as the Client deems fit, in an amended estimate or quotation which shall be provided to the Client at the earliest opportunity. In the event that we are unable to provide an estimate, or we shall keep the Client informed of the work in progress on a periodic basis or upon the Clients request. Unless the client has an approved credit account, we may request a payment on account for our fees in 7.3.

7.2 Where it is necessary to instruct a third party on behalf of the Client, including but not limited to Bailiffs, Enforcement Agents, HCEO's, external investigations, Hauliers, lock in specialists and locksmiths we will do so as the Client's booking agent. The Client shall be responsible for payment of all of the third party's fees. The client gives agreeable authorised indemnification to cover the company for fees for services whether directly or indirectly incurred by the company. The company will carry out some very basic due diligence before instructing any of these contractors. The company will also endeavour where possible to use contractors from our approved suppliers list. The company however shall be not be liable whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.

These contractors will have their own complaints procedure which the client should engage with directly if there are any issues. When we are instructed to instruct or hire a locksmith or shutter engineer on the clients behalf, we will automatically charge a management fee of 10% of the amount the contractor has invoiced. This covers the time and cost of our staff arranging this and liaising with the locksmith/shutter engineer on your behalf. The final bill may well be more than this and we will invoice you the difference which will need to be paid immediately upon invoice.

7.3 We may ask for funds on account to cover for initial fees and disbursements and settlement of third parties' fees. Any request for any such monies shall not be an estimate or a cap on any fee and unless payment was made for a specified purpose, may be used to meet fees when invoiced to the Client.

7.4 An Invoice, or receipted invoice, will be rendered at the conclusion of a matter. We reserve the right to render interim invoices during the course of the Services provided. Any particular billing requirements of the Client should be given to us prior to the Services commencing.

7.5 Invoices and Bills - Bills are payable in accordance with our Payment Terms which are usually payment in advance or due upon receipt. Where we agree credit terms, they would be a maximum of 14 days from date of invoice. Which would normally be outlined to you in accordance with Clause 7.1

7.6 Late payment - In the case of late payment, we reserve the right to charge late payment charges, Interest, and the reasonable costs of debt recovery under Late Payment of Commercial Debts (interest) act 1998, The Late Payment of Commercial Debts Regulations 2002, The Late Payment of Commercial Debts Regulations 2013.

8. Confidentiality

8.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and in perpetuity after its termination:

8.1.1 keep confidential all Confidential Information.

8.1.2 not disclose any Confidential Information to any other party unless agreed in advance or as required by law, or in response to an order of a Court of competent jurisdiction.

8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement.

8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 above.

8.2 The provisions of this Clause 8 shall continue in force in accordance with its terms indefinitely, notwithstanding the termination of this Agreement for any reason.

9. Documentation/Personal Data

9.1 We shall, during, and following completion of the Services, retain any documentation or information, that may be foreseen to be required in the future, but in any event for no longer than a period defined within any Act referring to a Limitation period for bringing a legal action in a competent court in the jurisdiction in which the Services

were provided and shall dispose, destroy or delete any information which is deemed to be extraneous.

9.2 During such retention period personal data processed by us on the Clients behalf will be kept securely and where transferred to the Client or a sub-processor or third party instructed by the client, it may be encrypted with a unique password communicated to the recipient separately and compliant with the requirements under Article 32 of the General Data Protection Regulations (GDPR).

9.3 We will, if so instructed, offer to the Client or data subject, without charge, assistance should a data subject formally serve upon the Client a Subject Access Request or other obligation under chapter III GDPR. Any Subject Access Request served on us directly will be referred to the Client immediately upon receipt.

9.4 In the event of a data breach during the processing of personal data under the terms of this contract the Client shall be notified immediately, and we will provide assistance to the Client in order to comply with Article 28(f) of GDPR.

9.5 We shall upon request submit audits and undertake to inspect and provide the Client with requisite information to ensure compliance with its Article 28 obligations. We will inform the Client immediately if there is a danger of something infringing the GDPR or other data protection law of the United Kingdom, EU or a member state.

9.6 Where we have appointed a Data Protection Officer, they shall be named on our website.

9.7 For the avoidance of doubt instructions are accepted on the basis that our services are conducted under the direction of the Client and as such we shall be deemed to be the Data Processor and the Client, and/or the principal shall be deemed the Data Controller, unless we determine the manner and the purpose of the processing, in which case, we shall be Data Controller or Joint Data Controller. The handling of personal data will be in accordance with the Clients instructions and direction. Where a client is an individual claimant and member of the public and not registered as a data controller we will normally act as the data controller.

9.8 All instructions are carried out with due consideration given to the provisions and requirements of the Bribery Act 2010 and accordingly no part of the instructions will be conducted in breach thereof.

9.9 We shall meet the responsibilities to ensure all staff, internal, external or contracted and its supply chain workers are not victims of modern slavery or human trafficking. The safeguards against modern slavery or human trafficking are carried out with due diligence procedures.

10. Limitation of Liability

10.1 This Clause 10 sets out the entire financial liability of the Parties (including that for the acts or omissions of their employees, agents or subcontractors) to each other for any breach of this Agreement; any use made by the Client of Services; and any representation, statement or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.

10.2 Neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.

10.3 Without prejudice to Clause 10, our total liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the value of the services in respect of any and all other acts or omissions.

11. Force Majeure

11.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 4 weeks, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for any and all Goods delivered and/or any and all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

12. Term and Termination

12.1 This Agreement shall remain in force from the commencement date of this Agreement and shall continue to the termination of this Agreement.

12.2 We will treat as confidential all information concerning the Clients business affairs received as a result of instructions received and not disclose the information to any third party save to those persons whom we deem necessary and solely for the purpose of the carrying out the Clients instructions unless such information (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by a law.

12.3 We, in the provision of the services, may be required to outsource all or part of the services to a sub-contractor /sub processor. It is unequivocally agreed that this is solely within our discretion and that you acknowledge that you specifically agree to us doing so. Wherever possible, any subcontractor/ sub-processor will be either on our approved contractors list, or a member of an industry trade association like the High Court Enforcement Officers Association or the Association of British Investigators. In some instances, we will use sub-contractors/sub-processors who are not on our approved contractors list and not members of an industry trade association, but that meet our requirements as specialists. If you do not give permission for us to instruct sub-contractors/sub-processors at our sole discretion, you must notify us in writing in the initial instruction or as soon as reasonably practical thereafter and in any event before we commence the services, and we will then seek your further permissions if necessary. It is acknowledged that all sub-contractors/sub-processors will be bound by all of the conditions contained within these terms.

12.4 For the purpose of law enforcement and/or fraud awareness/prevention or enforcement it is agreed that non personal data acquired by us may be shared at our discretion. Personal data however will remain confidential.

12.5 We reserve the right to conduct due diligence prior to the commencement of the Services of the client and their instructions. This may require proof of the Clients identity and or compliance with the Money Laundering

Regulations in the jurisdiction in which the Services are to be provided.

12.6 We reserve the right to terminate the provision of our services to the Client by providing written notice delivered to the Client's address or by email. The Client may also terminate their instructions to us on any matter at any time by providing us with written notification. Notwithstanding any termination by either party, the Client agrees to pay any outstanding fees and costs incurred up to the date of termination or the fixed fee agreed. In most cases we will require a minimum of 24 hours' notice.

12.7 In accordance with clause 12.3 above, in the unlikely event that we cease trading, or you are unable to contact us, any subcontractor/ sub-processor instructed by us, will, by default, become joint data controller with you. In this event, and if you are unaware of whom the subcontractor/sub-processor is, you should contact the General Secretary of High Court Enforcement Officers Association or Secretariat at the Association of British Investigators who will be able to locate the information for you. Once you are in contact with that Member, the Member, shall cease to be joint data controller, and shall, in accordance with clause 12.3 which binds them to these terms, revert to the position of processor/sub-processor.

13. Effects of Termination

Upon the termination of this Agreement for any reason:

13.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this agreement which existed at or before the date of termination;

13.4 subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

13.5 each Party shall (except to the extent referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information upon request of the other Party.

14. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. Further Assurance

15.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

15.2 From time to time we may wish to issue publicity about our Services which may include details of previous cases or case scenarios we shall make no specific references to the Client's matter which may reveal or otherwise lead to be revealed any information which shall be subject to Clause 8 herein.

15.3 We reserve the right to act on behalf of other individuals/companies who operate in the same locality as the Client or any related subject area subject to our obligations of confidentiality and Conflict of Interest as contained herein.

15.4 In the event that the Client is not satisfied with the Service provided, a written complaint should be made to us in the first instance. All complaints will be handled in an efficient manner and all attempts will be made to solve them quickly. In the event that the Client remains dissatisfied, and where a Member of the Association personally conducted the Services, the Client should then refer to the disciplinary procedures available against individual members through either High Court Enforcement Officers Association (www.hceoa.org.uk), or the Association of British Investigators, (www.TheABI.org.uk), depending on the type of instruction which in the first instance will advise on whether any of its code of ethics or byelaws have been breached. If against an individual Enforcement Agent then a complaint can be made to the court that issues his or her certificate.

16. Peaceable Possession and Forfeiture

When the company agrees to undertake a peaceable possession, we undertake it in good faith and cannot be held responsible in any way for tenants or any other persons breaking back into the property, or having to abandon the possession for legal reasons such as the tenant turning up or finding someone living or sleeping on the property. In these cases, our full fee and that of the locksmiths will be payable. Please note if the lease contains a residential element we cannot now do this without a court order.

Cancellation once the job has been accepted and payment has been made or agreed on account if a case is cancelled then an administration charge of £200 plus vat will be applicable or any fee displayed on our quote whichever is the greater.

When we are instructed to instruct or hire a locksmith or shutter engineer on the client's behalf, we will automatically charge a management fee of 10% of the amount the contractor has invoiced. This covers the time and cost of our staff arranging this and liaising with the locksmith/shutter engineer on your behalf.

17. Debt Collection Service

We will write to your debtor explaining our relationship to you and making a formal demand for payment, we will then attempt to contact your debtor by telephone. Where practicable, if payment is not received we will continue with our letter cycle. In about 30% of debts the above action will result in settlement. Failing payment, we will offer you our best advice. We will advise you of options and costs BUT if this involves further work and court fees, we would negotiate stage payments with you if you personally authorise further action to be taken. You can at this stage cancel your debt recovery order without additional cost to you. If you cancel your order prior to Enforcement Bailiffs Ltd completing the free 'no collect, no fee' stage (and the debtor has not paid you) the full fee is payable (as if the debt was recovered in full). Of course, payment of the debt by the debtor at any time to you or us will also result in a full fee charge.

18. Commercial Rent Arrears Service (CRAR)

The following conditions must be met before CRAR can be executed. There must be an existing **commercial** tenancy agreement in writing or be able to be evidenced. **Not a license and Not residential.** The rent must be one day overdue or more and for over 7 days rent and must be for pure rent arrears only. Once the warrant is issued, the landlord must not accept any cheques or promises of payment from the tenant. Cash is legal tender and must

be accepted, but this will be treated as a collection by us. We try to offer a free service to landlords where the tenant pays our fees however If the landlord accepts cheque, cash or any other type of payment, or withdraws the bailiff or goes into arrangement with the tenant, **after issue of the notice of enforcement** or an attendance to take control or removal of goods has taken place, the landlord must pay the full bailiff's fees. This also applies if the landlord knows there is an illegal sublet or any reason why the CRAR procedure cannot be carried out for instance there is no lease in place. The landlord must not have issued any proceedings regarding this debt. If the landlord agrees to instalments from the tenant the bailiff will be entitled to his fees first and if the bailiff is required to collect the said instalments over a period in excess of 60 days then a fee will be charged to the landlord of 5% of each instalment collected. CRAR can only be executed at the property for which the rent is in arrears, not the tenants home. Only goods which are not protected by law may be seized by the bailiff. If the Landlord instructs the bailiff to remove goods, the bailiff will be entitled to apply any funds raised against fees as per the Schedule 12 regulations of Taking control of Goods Act 2014. We execute all instructions on the basis that you agree our terms of trade attached should you not wish us to proceed or if the details are wrong, please email back a cancellation by return. If on arrival the tenant has gone away and left the property or has gone insolvent or we are unable to collect any rent for reasons of there being insufficient goods then the landlord will be charged the compliance fee only.

19. Horses and Animals

When acting as equine bailiffs by issuing the instruction to us you authorise and empower us as an enforcement agent to effect the removal of unauthorised grazing animals and vehicles and equipment upon land and premises that you own or lease. Whilst under your instruction we act as your agents and take no responsibility or ownership for the horses. The instruction will act as a landlords warrant and shall be the authority and indemnification against all actions at law, as well as against all costs, charges, expenses and legal disbursements which you may incur or we may be liable to pay by reason of our executing your warrant. You also agree to undertake not to hold Enforcement Bailiffs Ltd or its subsidiaries and sub-contractors accountable for any damage or loss of goods forcibly or clandestinely removed. You must agree that you understand that horses are moved at the risk of the landowner and Enforcement Bailiffs Ltd or its subsidiaries and sub-contractors cannot be held liable for damage or injuries sustained to the horse or horses. You also represent that you are authorised to provide these instructions on behalf of the landowner and will be bound by the terms of this Agreement.

20. High Court Enforcement

20.1 Clients and claimants should note that the Company are not lawyers and its directors, employees, officers and enforcement agents neither offer nor can give any legal advice. If a client or claimant requires advice about any issue relating to transfer or enforcement, he or she should seek professional independent legal advice.. The company will usually sub contract the completing, signing and sending of N2393a and any other documents needed to transfer the judgment to the High court for enforcement to an SRA regulated solicitor. This will be charged to the client at the agreed rate. Where this does not happen The Transfer Up of a County Court Judgment to a Writ is authorised by the claimant or their solicitors not by any member of our company or our HCEO and sending of The claimant or their representatives signing the N293a is entirely responsible for checking this and its accuracy or any inaccuracies in this. The company will complete the N293a based upon the information provided by the claimant and insert an electronic signature for the claimant

in accordance Regulation (EU) No 910/2014. A copy will then be sent by email to the claimant or their solicitor to check. If no communication is received within 24 hours the company will submit the N293a to the Court. Where the claimant is a limited company then the N293a must be signed by an officer or authorised representative of the company. The company merely act as your agent in posting the required forms to the court. It is for the client / claimant to ensure the details completed in the instruction are true and correct. The Company accepts no responsibility for costs or damages resulting from incorrect, untrue or otherwise flawed information given by a client / claimant in an instruction. Further, a client is under a duty to inform the Company of any Court paperwork or judgments as soon as it is received, or a client / claimant is notified of any Court action as additional costs may be accrued should the Company not be made aware.

20.2. The Company reserves the right to decline any instruction, either when the application for transfer and enforcement is first made or subsequently in response to apply an enforcement tactic that the company considers to be illegal, unethical or unreasonable in all the circumstances of the case and to do so without stating a reason. When this happens, any monies paid to the Company in respect of action already taken may be refunded upon written request of the claimant / client and subject to approval by the Company's Board of Directors. This concession does not include any fees which were made payable to Her Majesty's Court & Tribunals Service or the compliance fee or the premier client fee where applicable.

20.3 By instructing the Company, the client / claimant agrees to abide by and pay the statutory charges as directed by current governing legislation, the Ministry of Justice and the High court Enforcement Officers Association in relation to abortive fees for address visited if enforcement is unsuccessful. This charge is set as a minimum of £79.00 plus VAT for each address visited (the Company will always charge the £79 minimum, unless of exceptional circumstances or additional disbursements, such as for locksmiths and removal vehicles, have been authorised by the client / claimant). This charge is due upon receipt of your instruction.

20.4. When a client / claimant instructs the Company to remove goods and a locksmith, tow truck, removal lorry or any specialist equipment or service is required by the Company for the removal of goods, the Company will require a signed indemnity from the client / claimant before the removal can be arranged. The client / claimant will be liable for the Enforcement Agents fees, any costs and charges related to removal and storage if the sale of the goods and/or payment by the defendant does not fully cover them; the client / claimant will have to pay them within 7 days of receiving the Company's invoice and in some cases in advance.

20.5 The client / claimant will be liable for the Company's fees, costs and charges in relation to work done if a judgment is set aside by the court, or a consent order is agreed between the claimant and defendant, or if a client / claimant negotiates a settlement deal with the judgment debtor or the debtor's representative or withdraws us from any instruction.

20.6. If the client / claimant cancels an instruction at any point during the transfer or enforcement or a particular action this will need to be in writing. The client / claimant will be liable to pay the compliance fee and any fees for work done prior to receiving the cancellation.

20.7. When a Writ of Control is received, the Company will enforce it in accordance with the High Court Enforcement Officers Regulations 2004 (as amended) using its employees or approved contractors

20.8. The Company will normally ask the agent to make up to three complimentary visits to the enforcement address on the writ to make contact with the occupier or take control of goods. The claimant does not pay for these as part of the compliance fee as that is for the file set up. The times, duration, actions etc of these visits are totally at the discretion of the agent. If the debtor has gone away, the agent is unable to gain peaceable access, or feels further visits inappropriate or not financially viable for any reason, the case will be returned to the office. The abortive/compliance fee of £79 plus VAT will be charged to the client / claimant. Any further actions will result in further charges due to the claimant. Agents will provide a very basic report giving a status of what has happened and what will happen next i.e. unable to gain entry – further visit required, Gone away – case returned to office for review, Paid in full awaiting statutory holding period, insufficient goods – agreement offer etc.

20.9. We would normally visit one address that a client / claimant directs the Company to visit as identified on the Writ. If the client / claimant wishes us to visit more than one address then client / claimant then will be liable to administration fee of £75 plus vat for each subsequent address visited. Administration Fees for subsequent address visits cannot be added to the debt or claimed back from the defendant unless the claimant goes back through the court process with a new claim.

20.10. The Company usually accepts payment in cleared funds only: that is, cash, debit or bankers draft and bank transfer. No other method of payment is available.

20.11. If a debtor is unable to pay in full and has goods available to take control of that are of insufficient value to clear the debt and associated costs, the Company will seek part-payment and secure the balance of the sum due by taking control of goods on a Controlled Goods Agreement. The Company will then try to agree an instalment arrangement with the debtor with a view to clearing the total amount due in reasonable time usually less than 1 year; the Company will report this to the client / claimant. The Company may take its fees, costs and charges in full of the first payment where at least double the fees amount is collected. If the amount of the first instalment is less the Company may allocate the instalment and subsequent instalments on a 50/50 basis with the client / claimant until the fees, costs and charges are paid in full. In some circumstances the company may pay out on a pro-rata basis.

20.12. The Company must comply with The Insolvency Act 1986 Sections 184 & 346) and The Insolvency Proceedings (Monetary Limits) Order 1986. It will therefore hold any monies collected from the debtor or received from the sale of goods for a period of 14 days before payment is made to the client / claimant. Payment will usually be made within 3 working days of the 15th day, unless that is a Saturday, Sunday or Bank Holiday, or shutdown in which case payment will be made the first working day following. Please note that monies held by the Company for this period belong to neither the judgment debtor nor the client / claimant.

20.13. The Company reserves the right to charge an additional fee if work of an exceptional or unexpected nature is required. When this happens, the Company will wherever possible give the client / claimant written notice before charging this amount. The client / claimant will therefore have a chance to decide not to proceed with that course of action and avoid the fee.

20.14. The Company reserves the right to alter its fees from time to time without notice. Any change in the fees will not apply to any cases that have already been actioned, unless the change is a direct consequence of a change in statutory fees like VAT or court fees that have taken effect immediately.

20.15. Where fees due to the Company by a client / claimant are outstanding, the Company reserves the right to delay or halt the transfer application or enforcement until all outstanding fees and costs are paid in full.

20.16. The Company and the client / claimant will abide by all current governing legislation regarding High Court Enforcement and statutory fees.

20.17. Where any fees or charges are outstanding on a client / claimant account prompt payment is required and not expected to be longer than 14 days from case closure. Should any client / claimant account remain overdue after 14 days the Company reserve the right to start debt recovery on these accounts.

20.18. Should the Company or the client / claimant receive information from the Courts requiring any collected funds to be repaid either to the Courts or the named Defendant the client / claimant agrees to abide by such documentation.

20.19. The Company reserve the right to recall any remitted funds back from the Client/Claimant where any issue of uncleared funds and or bank charges on transactions later becomes known.

20.20. High Court Enforcement advice and communications with claimants.

Often individual litigators (litigants in person) have little knowledge of the enforcement procedure and need support to understand the basic process and rules of enforcement. The company currently offer three service levels – Bronze, Silver and Gold. Only the silver and gold option have the benefit of a client manager who would normally be a qualified Subject Matter Expert (SME). The SME can provide some basic legal enforcement information about the process to the silver or gold service level client but not advice. Bronze claimants will not be given any advice or information and must seek their own advice. This is covered under the terms and conditions section 20.1. Bronze claimants will receive our basic standard reports as described in our quote and on the web site at the specific points we mention. That would be specific set times i.e., Obtaining the writ, after each of the 3 visits, if a full payment is made and if there is a significant event. They should therefore use their own legal advisor for information. We will however give some general advice and answer some basic enforcement questions if the enforcement process has been unsuccessful, but not whilst the enforcement is continuing. Any requests for this during enforcement will be logged on the case and the claimant will be reminded of this clause.

20.21 Silver and Gold service level Clients.

The extra fee charged for silver and gold clients, including the compliance fee, is none refundable and gives the following benefits in addition to what is offered to Bronze clients. Silver Service level: The facility to be able to ring in for updates by telephone (subject to sufficient notice) with a client manager and if not, available they will return your call within 1 working day (this is set up so we can give you information over the telephone securely); 2 free traces; up to three visits across 2 different addresses; 20% discount on our fees for any court applications that you may want us to make (such as a break-in order, known as "A Warrant of Reasonable Force"), and additional traces. Gold Service level: All the benefits of the extra support of the silver service and in addition we aim, but do not guarantee, to have the first visit to the address on the writ done within 7 working days wherever possible and legal to do so. We aim whenever possible to have the next two visits (where required) and legal to do so completed within 6 weeks of the first visit. This service is not always available in all areas so please ring and speak to one of the sales team to confirm that we can cover this service in the area your debtor is located before instruction. Please note the costs of this service cannot be recovered from the defendant.

20.22 Abuse

We have a zero policy to the abuse of our staff and customers see

www.derbylegalservices.co.uk/dls/business-terms.html

The Company reserves the right to decline any instruction, either when the application for transfer and enforcement is first made or subsequently in response to abuse directed to our staff. When this happens, any monies paid to the Company in respect of action already taken will not normally be refunded upon written request of the claimant / client unless it is approved by the Company's Board of Directors. This concession does not include any fees which were made payable to Her Majesty's Court & Tribunals Service or the compliance fee or the silver or gold service level fee where applicable.

20.23 Payments of funds

We must by law hold every payment in our client account for 14 days under the Insolvency act. A payment in full will normally be made within 5 working days of this providing it is not held under any legislation. If it is a part payment, we are not obliged by law to pay part payments until the case has concluded as the administration and bank charges make this too expensive. If, however you cannot wait and need a payment on account we can do this at the company's discretion once we hold a minimum amount this will be worked out at the time of your request.

20.24 Response Times

Response times to emails, communications and other procedures will be handled in line with the company's current resource level but will be entirely at the discretion of the company. We aim to answer all emails within 5 working days.

20.25 Nulla Bona Return Certificate

Should a claimant require a Nulla Bona return certificate signed by an HCEO the cost will be £5.75 plus vat.

20.26 Vulnerability

If we identify anyone who we deem may be vulnerable enforcement will stop whilst we go through our vulnerability procedures and determine the next course of action. That may delay the case for up to 12 weeks depending on the issues.

In extreme cases we may not be able to proceed with enforcement.

20.27 Payment Instalments

If we agree to take payment instalments, we must by law hold every payment in our client account for 14 days under the Insolvency act. At that point however we are not obliged by law to pay part payments until the case has concluded as the administration and bank charges make this too expensive. If, however you cannot wait and need a payment on account we can do this once we hold a minimum amount this will be worked out at the time of your request but usually would be at least £1000.

20.28 Visit times and frequency

As per term 20.8 we ask the agents to do up to 3 complimentary visits to one address (or 2 addresses under silver and gold service levels) to the enforcement address on the writ to make contact with the occupier or take control of goods. The claimant does not pay for these visits as part of the compliance fee as that fee is for the file set up. The times, duration, actions etc of these visits are totally at the discretion of the agent. As such claimants and clients cannot dictate that these must be on specific days or at specific times as they are totally at the discretion of the agent. The agents for bronze and silver service levels will always aim whenever possible and where appropriate and legal, to complete the first visit to the enforcement address on the writ within 40 days of the notice of enforcement expiring. They will then again at their discretion try whenever possible to complete the next 2 visits if required, appropriate and legal to do so within the next 26 weeks, though they have a year by law to work the writ. This cannot of course be guaranteed. For

Gold service clients we aim but do not guarantee to have the first visit to the address on the writ done within 7 working days wherever possible, appropriate and legal to do so. We aim whenever possible to have the next two visits (where required) and legal and appropriate to do so completed within 6 weeks of the first visit.

20.29 DVLA checks and HPI checks

If we have reason to believe the defendant is the owner of a vehicle/s, in most cases we will be required to complete DVLA and HPI checks to take this/these into control.

These checks are not free and need to be paid for by the claimant if they want us to do this. The Silver and Gold service come with up to 2 checks included within the fee. Any other claimant/client will be required to pay for these in advance. There are rules and procedures associated with these checks and can only be done if the enforcement agent sights a vehicle and cannot be used for tracing purposes.

20.30 Nulla Bona cases

Sometimes debtors do not have sufficient goods to remove and sell to cover the debt, costs, disbursements, storage, enforcement costs and the costs of removal and sale. The National Standards for taking control of goods states that removal of goods must be proportional to these costs. It is therefore entirely at the discretion of the Enforcement Agent and/or the HCEO to make the decision as to remove the goods or not. They would not other than in exceptional circumstances consider removal to be proportionate if the proceeds were not likely to cover the following: all of the enforcement agents fees, removal and sale costs, disbursements, as well as a proportion of the debt.

20.31 Abortive/Compliance creditor guarantee fee.

Please note if we are unable to successfully recover you debt then an abortive fee of £79 plus vat is due to us by law and will be due immediately upon invoice on top of any admin fee you may have paid.

20.32 Third Party Claims to Controlled Goods (CPR Part 85 / Schedule 12 Paragraph 60)

20.32.1 When the Company or the High Court Enforcement Officer (HCEO) acting under the Company's authority takes control of goods pursuant to a Writ of Control, the Company acts upon the reasonable assumption that goods located at the enforcement address are the property of or in which the judgment debtor has an interest, in accordance with the Writ, Schedule 12 of the Tribunals Courts and Enforcement Act 2007 and the Taking Control of Goods Regulations 2013.

20.32.2 The client/claimant acknowledges and accepts that a third party may assert a claim to goods seized under the Writ, whether by way of a notice of claim under CPR 85.4, an application under CPR 85.5 and paragraph 60 of Schedule 12, or by any other legal process including a claim in trespass, wrongful interference or conversion. The client/claimant further acknowledges that such claims may result in the HCEO and/or the Company being joined as a party to, or otherwise required to participate in, legal proceedings before the High Court or any other court or tribunal.

20.32.3 The client/claimant shall indemnify and keep indemnified the Company and the HCEO and their respective officers, employees, agents and sub-contractors (together the "Indemnified Parties") against all costs, charges, expenses, legal fees (on an indemnity basis), disbursements, storage costs, insurance costs, management time and any other liabilities of whatever nature reasonably incurred by the Indemnified Parties arising out of or in connection with:

(a) any third party claim to goods taken into control under the Writ, including any application under CPR Part 85 or Schedule 12 paragraph 60 of the 2007 Act;

(b) the retention, storage, insurance and management of any goods which are the subject of such a third party claim pending determination by the court;
(c) the Company's or the HCEO's participation in any legal proceedings, whether as a named defendant, respondent, or otherwise, arising from the enforcement of the Writ;
(d) any order for costs made against the Company or the HCEO in connection with any such proceedings, save where such order arises solely from the Company's or the HCEO's own fraud or wilful misconduct as found by a court of competent jurisdiction; and
(e) any claim brought against the Company or the HCEO by a third party alleging wrongful interference with goods, trespass to goods or conversion, where the goods were seized in good faith in the reasonable belief that the judgment debtor had an interest in them and without resistance or objection at the time of seizure.

20.32.4 The indemnity in clause 20.32.3 shall apply whether or not the Company or the HCEO is ultimately found to have had the right to seize the goods in question, provided always that the Company or HCEO acted in good faith and in reasonable exercise of the powers conferred by the Writ.

20.32.5 To assist the Company and the HCEO in defending any third party claim, the client/claimant shall:
(a) promptly provide the Company with all information and documentation in their possession or control that may assist in establishing the judgment debtor's interest in any seized goods, including but not limited to, evidence of the judgment debtor's occupation of the premises, business records, asset registers and any other relevant documentation;
(b) confirm in writing, prior to the issue of any Writ, whether they are aware of any third party who stores goods at, or otherwise has an interest in goods located at, the enforcement address; and
(c) notify the Company immediately upon becoming aware of any third party claim or potential third party claim to seized goods.

20.32.6 Where the client/claimant fails to disclose information within their knowledge regarding third party interests in goods at the enforcement address prior to enforcement, and such failure results in the Company or the HCEO incurring costs in defending a third party claim, the indemnity in clause 20.32.3 shall apply with full force and the client/claimant shall not be entitled to any set-off or counterclaim in respect of the costs so incurred.

20.32.7 The Company and the HCEO reserve the right to adopt a neutral position in any third party ownership dispute and to seek directions from the court under CPR 85.4(7) without this constituting any admission of liability or any breach of duty to the client/claimant. The client/claimant acknowledges that the HCEO may be required by law and by the rules of court to adopt such a position and agrees that the costs of doing so shall be recoverable under the indemnity at clause 20.32.3.

20.32.8 Where any goods taken into control are the subject of a third party claim, the Company and the HCEO shall be entitled to continue to retain those goods until the claim is resolved by the court or by agreement between all relevant parties. Any costs of retention, storage and insurance during that period shall be recoverable from the client/claimant under the indemnity at clause 20.32.3, without prejudice to any right the Company or HCEO may have to seek a payment into court order under paragraph 60(4) of Schedule 12 from the third party claimant.

21 Trespasser, Squatter and Traveller Evictions

21.1 We shall endeavour to evict the trespassers and to promote your interests as professionally and efficiently as we can and would normally aim, to have the site clear within 3 to 4 hours however we cannot guarantee times or a successful outcome to any particular matter.

We will use our best endeavours to repossess the land as quickly and economically as possible using sufficient manpower to do so in safety.

21.2 High levels of hostility and resistance from trespassers or travellers and or lack of police support may contribute to a delay in the repossession taking place or not all if it becomes illegal to proceed or we need further resources. This may include lock in's to caravans or lock in devices or wheels being wheel clamped. We shall keep you regularly informed as to the progress on any matter over which you have instructed us, and we ask you to in turn to respond promptly to our own communications with you. Any extra resources or equipment needed to overcome these issues will be the responsibility of the client to pay for as per clause 7.2.

21.3 The company will not be responsible for the consequences of any actions taken when reasonable efforts have been made to contact the client to seek their instruction on that specific matter. If additional costs are incurred this will be the responsibility of the client not the company.

21.4 On a Sunday or Bank holiday whilst we may be available to serve or evict, we recommend waiting for eviction until a weekday where there is a better chance of success. Serving the notice only is not usually a problem. Trespassers are much harder to move on a Sunday or bank holiday and the operations are long. There is also the issue that Police resources on a Sunday or bank holiday are stretched so we are unlikely to get much if any support. If they refuse to move and it comes to a tow off this cannot be done without Police support as it would cause a major public order outbreak. Please note that under CPR 86.6 (3) Unless the court orders otherwise, a writ or warrant to enforce a judgment or order must not be executed on a Sunday, Good Friday or Christmas Day.

21.5 Cancellations where any instruction is cancelled by the client after it has been actioned then the client will be responsible for the company's reasonable fees and expenses in dealing with the action up to the time of cancellation. These are set out below.

1. Where Enforcement Bailiffs Ltd have been instructed and have arrived on site. If the client withdraws instructions for any reason once the company has attended the site, then the client will be responsible for the companies call out fees.
2. Where the client cancels any instruction and the company are on their way to the site the client will be responsible for Enforcement Bailiffs Ltd call out fees.
3. Where the company have been instructed and are about to dispatch or are in the process of dispatching a team to site then the client will be responsible for up to 75% of the company call out fees.
4. Early morning evictions. Where we have agreed to do an early morning eviction before 10.00am and have given the client a cut off time the night before if there is any cancellation after that cut off time our full call out fee will be due. If you have not been given a cut off time in writing, then this will be no later than 19.00 hrs the night before.
5. In the unlikely event that the company is unable to complete the eviction for any reason beyond their control then the client will be responsible for Enforcement Bailiffs Ltd fees and expenses.

22. Disclaimer

Enforcement Bailiffs Ltd will make every effort possible to ensure the accuracy of any information (in any form) supplied is to the best of Enforcement Bailiffs Ltd knowledge, information and belief. This includes any advice given on bailiff matters as no person at Enforcement Bailiffs Ltd is legally qualified to give any such legal advice. The advice given is free and given in good faith based on experience. Enforcement Bailiffs Ltd accepts no responsibility whatsoever for any inaccuracies contained in any information (in any form) so passed to

Client/Claimants or prospective Client/Claimants and shall not be held responsible for any damages or costs incurred by the Client/Claimant or prospective Client/Claimants as a result of such inaccuracies. We therefore recommend that you seek professional legal advice with a qualified solicitor before making any decision or taking any actions.

23. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

24. Law and Jurisdiction

These terms of business are governed by and shall be construed in accordance with the laws of the jurisdiction applicable to our head office (principal place of business) and you agree to submit to the exclusive jurisdiction of the Courts therein.

25. Agreement to these Terms

The Client/Claimant shall agree to be bound by these Terms, by instructing or continuing to instruct us and upon condition that we accept or indicate or imply acceptance by commencing the Service.