



# Wilson & Roe High Court Enforcement - Terms of Business

## 1. Introduction

1.1 Wilson & Roe High Court Enforcement is a trading style of Cerberus HCE Limited (registered number 13460661). 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, serving of documents, Orders for Possession, Commercial Rent Arrears Recovery (CRAR), Commercial Lease Forfeiture and other repossession work.

1.3 In this document, “we” and “our” relate to Wilson & Roe High Court Enforcement and “you” and “your” relates to you, the client who has instructed us to carry out the services or the claimant or creditor.

1.4 We will provide you with a dedicated Manager or Director who will be responsible for managing your instruction to carry out the services.

1.5 Our agreement to carry out work on your behalf takes effect from the date we receive your instruction.

1.6 Terms means the terms and conditions set out in this document and include any other terms set out or referred to in 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.

## 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.

## 4. Our Rights

4.1 We reserve the right to refuse to undertake instructions on your behalf without stating a reason.

4.2 We will notify you of our intention to close a case down if, in our professional opinion, we deem a case unenforceable or uncollectable. We are entitled to take the decision to cease enforcement action against a debtor due to vulnerability or if we feel there is a risk of danger to our staff or any third party.

4.3 Please note that whatever the circumstances we are unable to refund any fees paid to HM Courts and Tribunal Service (HMCTS).

## 5. Your Responsibilities

5.1 To provide us with up to date and accurate information and documentation to assist us with the delivery of our services to you.

5.2 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.

5.3 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.

## 6. Fees

6.1 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).

(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 Wilson & Roe High Court Enforcement for any fee paid in advance to HMCTS.

(d) If we are able to recover the debt in full, our fees are payable by the debtor. If you or the claimant receives any payment whatsoever, you become liable for payment of our fees that otherwise would have been recoverable from the debtor and we will invoice you accordingly.

(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. The remaining monies collected will be distributed proportionally between us and you.

(f) In circumstances where the outstanding balance is only partially paid, our fees will be calculated on a pro-rata basis.

(g) Where no monies are recovered, the Compliance fee of £75 + VAT will become payable by you.

(h) Should we be instructed to attend more than one address for a debtor, we reserve the right to charge a fee per address of £75 plus VAT. Such fee is payable in advance of any attendance.

(i) 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.

(j) 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.

(k) If a stay is granted on a judgment, any monies or assets recovered will be held by us until the outcome of the hearing.

(l) We reserve the right to off-set any monies held on account by us against unpaid invoices.

(m) Where our invoices remain unpaid beyond the agreed terms, we reserve the right to refuse to undertake any further work on your behalf and cancel our agreement to provide services. For the avoidance of doubt, this shall include ceasing enforcement action on any live cases and closing live cases down.

#### 6.2 VAT on Writs of Control and CRAR

(a) If the judgment creditor is eligible to reclaim VAT, we will deduct a sum equivalent to the VAT element of our fees from the funds recovered from the judgment debtor and pay this to HMRC. An invoice addressed to the judgment creditor marked 'paid' will be forwarded to you, along with the balance of the funds due.

(b) If the judgment creditor is not eligible to claim VAT, we will collect a sum equivalent to the VAT from the judgment debtor and pay this sum to HMRC. We will issue a VAT invoice to the judgment creditor.

### 7. 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 any other service associated with the same, are subject to VAT and are payable by you, as set out in writing to you.

(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 writing 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 writing 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, 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 writing by us to you.

### 8. Our Liabilities

8.1 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.

8.2 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.

8.3 You agree not to bring any claim for any losses against any staff member, Agent, Director or Consultant and that any claim for losses must be brought against us.

8.4 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.

8.5 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.

8.6 We accept no responsibility for any actions you may take or loss you incur as a result of communication provided by us.

8.7 We hold public liability and professional indemnity insurance, details of which may be obtained upon request.

### 9. General

9.1 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 outstanding.

9.2 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.

9.3 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.