

Terms of Business

These Terms and Conditions are subject to change at our discretion. A copy can be requested at any time via email at info@24hourbailiffs.com.

Introduction

24 Hour Bailiffs Limited ("24 Hour Bailiffs"), for the purposes of these Terms and Conditions provides a variety of services to their clients or potential clients, including but not limited to; enforcement, debt recovery, tracing, investigation, evictions, security and legal activities.

24 Hour Bailiffs Limited (Registered Company Number – 07725135)

Registered Company Address: Waterham Business Park Highstreet Road, Hernhill, Faversham, Kent, England, ME13 9EJ

Postal Address: PO Box 1145, Canterbury, Kent, CT1 9PA

Legal Process:

These terms and conditions have been prepared to help you understand the basis on which we shall be acting for you. If anything is not clear, please do not hesitate to ask us to explain. Please read all of these terms and conditions carefully as you will be bound by them unless we agree otherwise.

1. 24 Hour Bailiffs Limited

1.1 24 Hour Bailiffs Limited is a company registered in England and Wales under the Companies Acts (company registration number – 07725135). Any reference to "24 Hour Bailiffs", "we" or "us", whether in this or any other document or communication from us, is to 24 Hour Bailiffs Limited and all contracts entered into and all advice given in relation to our business are entered into or are given by this company only.

1.2 All contracts and/or obligations entered into or advice given in relation to our business by directors, employees or consultants of 24 Hour Bailiffs Limited are entered into or given by 24 Hour Bailiffs Limited and not those individuals personally.

1.3 24 Hour Bailiffs Limited may assign our rights and/or obligations under our agreement with you to any business which is a successor to our business, a part of, an allocated subcontractor or affiliated partner firm. You will be responsible for any costs charged by the third party in respect of works undertaken on your file.

1.4 We may sub-contract or assign any litigated matters to our elected solicitors'/legal firm or to any successor or part of its or their operations or business or to any enforcement firm or to any successor or part of its or their operations or business on your instructions. We will be your point of contact for the services for enforcement and all charges payable by you in respect of such sub contracted and/or assigned services shall be payable to us until the point of referral. All fees incurred and charged by the elected assigned or subcontracted firm will be the responsibility of the instructing client.

1.5 We are affiliated with Landlord Legal Assist Limited and their supervising solicitors' firm, Robson & Co. solicitors. On litigation being commenced, in circumstances if so required, the instructing client will enter into a separate retainer and agreement with Robson & Co. solicitors allowing us to continue to act on your behalf whilst under their supervision to ensure compliance with the Solicitors' Regulation Authority (SRA), whereby the terms and conditions and fees charged will be solely arranged between the instructing client and Landlord Legal Assist Limited by way of Robson & Co. solicitors.

1.6 In the event that litigation commences and Landlord Legal Assist Limited able to continue to undertake litigation in house without the supervision of an SRA regulated firm, should circumstances permit and authority is granted by the court, Landlord Legal Assist Limited will continue to act on your behalf in assisting you in acting as a litigant in person, as a paralegal law firm. Upon which, all works will be undertaken in accordance with our fixed fee structure, unless agreed otherwise.

1.7 In the event that Landlord Legal Assist Limited are assisting you in acting as a litigant in person in house, they will not be acting under the supervision of Robson & Co. Solicitors. These works will only be permitted as long as the works do not amount to any reserved activities as per the Legal Services Act (2007) including but not limited to the right to conduct litigation and the right to audience. This will be advised prior to instructions and will be at the client's discretion as to whether to utilise this option.

2. Our Fees and Expenses

2.1 We will quote fees applicable to our in house standard services as per our documentation and/or website's quote and by taking an action to process the recovery of your debt you are agreeing that you have viewed these fees and agree to them. Fees will always be fixed for the standard process undertaken by 24 Hour Bailiffs Limited or our affiliated firm Landlord Legal Assist Limited if the works fall within our fixed fee regime. The full fixed fees will be provided to you on commencement of any works undertaken. Where matters become complex, require additional works or fall outside of our fixed fee regime, then our hourly rate will apply and we will always quote fees to you prior to commencing any non-standard work in so far as possible.

2.2 We will assume that we have authority to incur usual expenses (known as disbursements) in the course of our work for you unless you tell us otherwise. These will be charged to you as costs in addition to our fees (if so required) and in some instances may be billed separately. Examples of disbursements are the cost to prepare and transfer files, additional postage costs and additional/or excessive photocopying costs.

2.3 Where we do not agree a fixed or other fee, our fees for most services are calculated at an hourly rate or part thereof. We will always advise you of the basis for charging in advance of undertaking the work if it falls outside of our fixed fee rates or regime and provide a quote for the same.

2.4 We may set a limit on the fees and disbursements we may incur without your consent. If you wish to do so please confirm the limit in writing.

2.5 Where we are instructed to act for more than one person, your liability for our fees and expenses shall be joint and several.

2.6 We may make other charges for services provided internally, for example, photocopying, postage or the provision of data via electronic storage devices. Such charges will be shown separately on the bill.

2.7 If for any reason, the matter does not proceed to a conclusion, we will charge you for work done and expenses incurred up to the point we cease acting. Should the matter proceed to a litigated conclusion or settlement and costs are awarded to the opposing party, our affiliated company Landlord Legal Assist Limited, ourselves and/or any subcontracted or assigned party will not be responsible for any reimbursement and the client will be solely liable for payment of such costs.

2.8 For standard 24 Hour Bailiffs Limited services we will invoice our fees to you on the works being undertaken and will include all disbursements incurred at that time, that we will have paid on your behalf. Our payment terms are strictly 7 days from the date of the invoice. Where matters become complex or require additional works, we shall be entitled to deliver interim bills to you before the conclusion of your matter at our discretion. Such interim bills will be either interim bills on account which may not include all the costs incurred during the period covered by the bill and may be adjusted when we deliver our final bill, or interim bills which are self-contained and complete final bills for the period or work to which they relate.

2.9 All costs incurred and charged by our affiliated firm Landlord Legal Assist Limited throughout the course of legal instruction, should the matter proceed to litigation, will be determined by the court/Judge presiding over the claim should the matter proceed to a final Trial/Hearing or interim judgement. It is at the court's discretion in its entirety to determine whether full costs, partial costs or no costs are awarded in respect of pre-litigation works undertaken by Landlord Legal Assist Limited and is principally determined by any contract or agreement that you hold with the Defendant. Landlord Legal Assist Limited nor ourselves, will hold no responsibility should the court award only partial or no costs for any pre-litigated works invoiced.

3. Estimates

3.1 At appropriate intervals, or at any time at your reasonable request, we will provide estimates of the likely overall cost of the work we are doing for you. However, changing circumstances and facts which are unknown to us can affect the level of work required. Accordingly, such estimates are intended only as a general guide and should not be regarded as fixed quotes.

4. Payment of our Bills

4.1 Our standard payment method for 24 Hour Bailiffs Limited is by BACS transfer, bank transfer or by cheque. We are unable to accept cash. When sending any payment to us, please ensure that you quote your name and our reference. Continued failure to make payment may lead us to decline to act further on the matter(s) to which the invoice relates.

4.2 If we hold money which belongs to you (for example, money paid on account, or costs or damages received from another party) we may, after providing you with written notification of costs incurred, deduct the amount of our outstanding costs (including disbursements and any VAT payment required) from those funds before paying the balance to you.

4.4 All of our bills are payable within 7 days. In the event of a bill not being paid promptly we may decline to act further on the matter to which the bill relates and any other matter on which you have

instructed us and deliver a final bill. You agree that we are not responsible for any loss resulting from such inactivity.

4.5 For matters which proceed to court proceedings, known as 'contentious and/or litigated business', should you choose to utilise Landlord Legal Assist Limited's instructed affiliated panel of solicitors, you will enter into a separate agreement with them and agree to their fee structure. All bills and payments will be made to them directly as any instruction with Landlord Legal Assist Limited would cease on the referral on your instruction and on your acceptance of their terms and conditions.

4.6 We may charge interest on unpaid amounts at the rate of 3% above the base rate for the time being of Lloyds Bank or, at our discretion, at the rate applicable to Judgement debts. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Interest on unpaid amounts shall take effect from one month of the date of delivery of our bill where the bill includes non-contentious work and from the date of delivery of our bill in relation to contentious work.

4.7 We shall be entitled to keep documents, money or other property belonging to you which has come into our possession in relation to any matter until we have been paid in full for all work carried out on your behalf. This is known as 'exercising a lien'.

5. Money we hold on your behalf

5.1 In the event that we receive debtor payments on your behalf in the event that such a payment occurs then, in accordance with our policy on the payment of interest, where we hold monies on your behalf and interest is paid to us in relation to the same, we will pay a sum to you in lieu of the interest accrued unless that sum would be £20.00 or less. No tax will be deducted where we pay you a sum in lieu of interest and therefore you should disclose the amount received on your annual tax return.

5.2 The interest rate applicable will be that payable on the firm's general client account which is an instant access account. The rate of interest may be lower than the rates of interest which may be available at other institutions and in relation to other deposit accounts or financial products. Under the European Savings Directive, if we pay interest to an individual or company outside the UK but within the EU, we will declare the interest paid to HMRC.

5.3 Although we believe that the monies held by our nominated bank is secure, we are not in a position to guarantee this and it is unlikely that 24 Hour Bailiffs Limited will have any liability to you in the event of the loss of your funds as a result of the failure of the bank holding our client account.

5.4 We are advised that funds held by us in our client account on behalf of our clients who are individuals or small businesses are covered by the Financial Services Compensation Scheme ("FSCS"). You should be aware that the scheme covers only a limited amount of your deposits with any authorised institution (£85,000.00). This limit applies per depositor per institution. If you have your own account with the bank in question then the FSCS would, in calculating the £85,000.00 limit, aggregate all monies held in your name together with all funds belonging to you held in our client account in that bank. In the event that it is necessary to make a claim under the FSCS we will be required to send your details to FSCS. If you do not consent to this, please let us know now so that we may mark our records accordingly.

6. Litigation (Court Action)

6.1 Landlord Legal Assist Limited is a paralegal law firm only not regulated by the SRA (Solicitors Regulation Authority) and as such are unable to undertake any reserved activities as per the Legal Services Act (2007) including but not limited to the right to conduct litigation and the right to audience.

We confirm that Landlord Legal Assist Limited are affiliated with Robson & Co. Solicitors, and their in house legal team are supervised by SRA regulated solicitors at Robson & Co. Solicitors.

Once a matter has commenced litigation, should the need/circumstances require, as Robson & Co. Solicitors are their supervising firm, invoices in respect of works undertaken under the name of Robson & Co. Solicitors' fees will be raised and payable to Robson & Co. Solicitors. Our fees, as quoted will apply unless otherwise stated prior to instructions.

6.2 On instructing Landlord Legal Assist Limited to commence litigation action on your behalf via ourselves. We must adhere to the Money Laundering Regulations for any SRA regulated firm (as per Robson & Co. solicitors) and separate terms and conditions will require your signature, along with confirmation of identification.

6.3 We confirm that all litigation works will be undertaken by our affiliated firm at Landlord Legal Assist Limited under the supervision of Robson & Co. solicitors, if so required, unless otherwise stated on your instructions.

6.4 In the event that litigation commences and Landlord Legal Assist Limited are able to continue to undertake litigation in house, should circumstances permit and/or authority is granted by the court, we will continue to act on your behalf in house assisting you in acting as a litigant in person as a paralegal law firm. Upon which, all works will be undertaken in accordance with their fixed fee structure, unless agreed otherwise. In the event that they are assisting you in acting as a litigant in person in house, they will not be acting under the supervision of Robson & Co. Solicitors. These works will only be permitted as long as the works do not amount to any reserved activities as per the Legal Services Act (2007) including but not limited to the right to conduct litigation and the right to audience. This will be advised prior to instructions and will be at the client's discretion as to whether to utilise this option.

7. Compliance Activities

7.1 To comply with the Money Laundering Regulations, which are designed to prevent the circulation of monies arising from serious crime, drug trafficking and terrorism, we need to obtain proof of your identity or, where we are instructed by a company, confirmation of the ownership of the company. We verify the identity of individual clients by undertaking an electronic check against your personal details. Similarly we undertake an electronic check regarding ownership for company clients. If our electronic checks are unsuccessful we may ask you to provide documentation confirming your identity and/or confirming company ownership. We will let you know if we require additional documentation. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and beneficial owners.

7.2 We are also required by anti-money laundering legislation to report to the appropriate authorities any knowledge or suspicion that a client's funds (or any funds provided for or on behalf of

a client) derive from the proceeds of crime. We may be obliged to make a report in circumstances where we cannot tell you that we have done so and may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences for you that may arise as a result of our compliance with laws and regulations.

7.3 Occasionally our legal and professional duties require that we undertake compliance work while a matter is ongoing. An example of this would be work done to make sure we comply with money laundering legislation. Because of legal restrictions it may not be possible to inform you about these activities. We reserve the right to add a reasonable amount to our invoice in respect of all compliance work.

8. Bankruptcy and IVA

8.1 You must inform us immediately if you are, or have ever been declared bankrupt and if you are declared bankrupt while we are acting for you. The implications of bankruptcy are complex and the legal obligations imposed as a result are serious and it is vital that they are addressed.

8.2 If you have been declared bankrupt and Court proceedings become necessary, a legal claim cannot be issued in your name unless your Trustee in Bankruptcy has granted a Deed of Assignment allowing you to do this before the claim is issued. If no Deed of Assignment is granted then any proceedings issued in your name will be void and you could be responsible for all the legal costs of the Defendant.

8.3 If you are the subject of an Individual Voluntary Arrangement then this may also affect any claim and again you must inform us of that fact immediately.

9. Data Protection

9.1 To provide you with our services, we may need to record and maintain certain factual information on your personal circumstances which we may hold in hard copy and electronic form. In addition to the information that you provide, we may in the course of acting for you, receive information about you from third parties such as Companies House, your accountants, your associated companies, etc. We may use all information we hold about you, including sensitive personal information, for the purposes of providing our services to you and, where relevant, your insurer(s), and maintaining records about you that we must keep by law or under regulatory requirements.

9.2 You agree that we may communicate with you using electronic means, knowing that, although we will take appropriate measures to protect data, certain risks (including, for example, interception, unauthorized access and risk of viruses) are associated with such means.

9.3 From time to time we share information with other entities which directly or indirectly control, are controlled by, or are under direct or indirect common control with 24 Hour Bailiffs Limited or entities with which we are associated. We may also share information with Landlord Legal Assist Limited and Robson & Co. solicitors where this is necessary on your agreement. In doing so we will maintain confidentiality.

9.4 We may use the information that we hold about you, other than sensitive personal information, for our internal market research purposes and to send you information from time to time on services provided by 24 Hour Bailiffs Limited which we think may interest you. If you do not want us to send

information to you in relation to 24 Hour Bailiffs Limited's other services then please contact the person in charge of your matter and let them know.

9.5 We do not pass any information about our clients to third parties for commercial exploitation. We pass client information to third parties only where it may be necessary or beneficial in carrying out the work for which you have instructed us or where we have to disclose information to third parties because of our legal or regulatory obligations or to prevent fraud or money laundering. By way of example, documentation and information containing your personal details (such as your name, address and details of your claim) may, on occasions, have to be sent to the person you are taking against, their lawyer or their insurer. This may take place before or after you decide to issue court proceedings, but any such action is taken in accordance with our standard practices and protocols. We may pass relevant information to our insurers if we are concerned that our work for you may have given rise to a possible liability to you on our part.

9.6 Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not to use it for any other purpose than that for which it was disclosed. We will always seek your instructions prior to any third party disclosure of your details.

9.7 Where you are a trustee or are acting as a representative, attorney, litigation friend (or are acting in an equivalent representative capacity) of another person, you agree to advise that person that their personal information will be dealt with on these terms, as if each reference to "you" or "your" in this section includes a reference to that person. Unless you inform us otherwise, by disclosing any personal information to us about a person you are representing, we will assume that you have obtained consent to enable the use of such information on these terms.

9.8 Under the Data Protection Act 1998, you are entitled (on payment of a fee and subject to some exceptions) to a copy of the information we hold about you. If you would like to obtain this information please contact the data protection compliance officer in writing stating what personal information you wish to access.

10. Storage of papers and documents

10.1 Our usual practice is to keep your file relating to a matter for six years following the date of the final bill we send to you for the relevant work, after which it may be destroyed. The file may be stored as a paper copy or electronically. If after the conclusion of this matter we produce or make copies of anything on the file for you, we may make a charge for this based on time spent.

11. Equality and diversity

11.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We are happy to make reasonable adjustments to the service we provide to assist clients and visitors with a disability. Please ask the person dealing with your matter if we can help in this way.

12. Professional Indemnity Insurance

12.1 24 Hour Bailiffs Limited maintains Professional Indemnity Insurance cover. Details of our insurance cover is available on request.

13. Complaints procedure

13.1 Our complaints procedure is available on request from 24 Hour Bailiffs Limited (Head Office) Waterham Business Park, Highstreet Road, Waterham, Kent, ME13 9EJ. Although he will not have principal responsibility for your matter, the person with overall responsibility for 24 Hour Bailiffs Limited is our Chief Executive Gary Goy. If you have a problem, you are entitled to complain and this can include a complaint about our bill.

13.2 All of our staff members must attempt to resolve problems that may arise with their services. If you have any concerns, it is important that you raise them with us within six years of the act or omission about which you are concerned, or three years from when you should have known about the complaint.

14. Limitations on our liability to you

14.1 We accept instructions from you on the basis that services provided by 24 Hour Bailiffs Limited are provided solely for your benefit and we do not assume any liability to any person other than you in relation to the advice we give you. Unless we indicate otherwise in writing, we assume no responsibility or liability (including liability for fees) in relation to the acts or omissions of, or advice given by, any experts, consultants or other advisers (including legal advisers) engaged in relation to any matter connected with your instructions to us.

14.2 Our advice is confidential to you and 24 Hour Bailiffs Limited shall not be responsible if you make it available to third parties. Advice we give may be covered by legal professional privilege and if you show it to others it may cease to be privileged, and therefore become disclosable to other parties to a dispute.

14.3 No person who is not a party to the agreement embodied in these standard terms and conditions and the relative covering letter(s) shall, in the absence of express provision to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available other than under that Act.

14.4 You shall not bring any claim against any of our directors, employees or consultants in his or her personal capacity in connection with the advice we give you save in circumstances of fraud by a member, employee or consultant. We shall not seek to avoid any liability to you on the grounds that the relevant claim should be brought against one or more of our members, employees or consultants and not 24 Hour Bailiffs Limited.

14.5 24 Hour Bailiffs Limited shall not be liable for any delay in performing or failure to perform any of our obligations to you if such delay or failure results from events or circumstances outside our control, including, without limitation, transport or communications failure; the consequences of a terrorist attack; failure of our computer systems; or damage to our premises or storage facilities by explosion, fire, corrosion, flood, natural disaster, malicious or negligent act or accident.

14.6 In connection with these instructions 24 Hour Bailiffs Limited shall not be liable to you for any indirect or consequential loss or damage (including loss of profits) suffered by you or any other person.

14.7 Where you agree to a limit being imposed on the liability of any other professional or financial advisers instructed by you in relation to this matter for loss or damage resulting from the performance of or failure to perform their respective duties, the liability of 24 Hour Bailiffs Limited and/or any of its directors will not in any event exceed what it would have been had the liability of such other advisers not been so limited and had the contribution of all such advisers, but for such limitation, been proportionate to their respective responsibilities for such loss or damage.

14.8 The liability of 24 Hour Bailiffs Limited to you shall be reduced to take into account any contributory negligence on your part.

14.9 Paragraphs 14.1 to 14.5 (inclusive) above shall not apply in relation to any liability to you we may incur arising from your instructions in this matter if these terms of business constitute a contentious business agreement (as defined in section 59 Solicitors Act 1974). The agreement of which these standard terms and conditions form part shall not be a contentious business agreement unless we have agreed this with you in writing.

14.10 Our liability shall not be limited by anything in paragraphs 14.1 to 14.5 (inclusive) (or by any limitation on our liability set out in any of the documents referred to in paragraph 16.1 below) in relation to death or personal injury or in circumstances of fraud or reckless disregard of professional obligations.

15. Termination

15.1 You may terminate your instructions to us at any time by notice in writing.

15.2 We may decide to stop acting for you only with good reason, for example if you fail to pay your bills, if you fail to give us adequate instructions to enable us to advise you, if a conflict of interests arises which prevents us from continuing to act, or if you fail to provide any evidence of identity we have requested. If you are a body corporate, partnership or unincorporated association we may stop acting for you if you: cease or threaten to cease carrying on business; suspend making payments on any of your debts or announce an intention to do so; are or are deemed for the purposes of any law to be, unable to pay your debts as they fall due or insolvent; enter into or propose any composition, assignment or arrangement with your creditors generally; take any step or suffer any step to be taken in relation to your winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise); have a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of you or any of your assets; have any security over any of your assets enforced; or any analogous procedure or step is taken in any jurisdiction. We will give you reasonable notice if we intend to stop acting for you.

15.3 If you terminate your instructions or we stop acting for you with good reason, you must pay our fees and expenses up to the date that we cease acting, including any costs we incur in removing our name from the Court record, and/or transferring our files to you or another adviser.

16. General

16.1 These standard terms and conditions supersede any previous arrangement with you concerning their subject matter and must be read in conjunction with all accompanying and subsequent

correspondence and documentation sent to you relevant to the terms on which we act. Together, they set out the terms of business governing the work we do for you on a particular matter. Each provision of such terms of business is severable and distinct from the others. These terms of business cannot be amended except with our written agreement or as provided in these terms of business.

16.2 Unless we notify you otherwise, these standard terms and conditions shall apply to any future instructions you give us.

16.3 Your continuing instructions on any particular matter will indicate your acceptance of these standard terms and conditions and any other terms we may agree in writing.

16.4 These standard terms and conditions and any other terms we may agree with you are governed by English Law and any dispute relating to them shall be subject to the exclusive jurisdiction of the English Courts, provided always that we may in our absolute discretion refer any dispute to binding arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed incorporated by reference into this paragraph, and in which case the number of arbitrators shall be one, the language to be used in the arbitral proceedings shall be English and the seat of the arbitration shall be England. These terms are provided in English and we will communicate with you in English. This paragraph 17.4 is subject to our obligations under law and the rules of professional conduct by which we are bound.

16.5 You may not assign all or any part of the benefit of, or your rights and benefits under, the agreement of which these standard terms and condition form part.

16.6 We will advise you on the law applicable in England only and, unless agreed otherwise, are not responsible for advising you as to the effect or enforceability of any documents or matters which may be subject to or governed by laws of any other jurisdiction.

16.7 Copyright may arise in documents, reports or other material which we produce for you. We shall own this copyright and without our prior written agreement payment of our bill will not transfer it to you.

16.8 Unless we specifically agree otherwise in writing, no communication by 24 Hour Bailiffs Limited in the course of our work for you is intended to be, or should be construed as, an invitation or inducement to any person to engage in investment activity for the purposes of the Financial Services and Markets Act 2000, or as the approval of any communication of any such invitation or inducement.

16.9 We may submit your file for external review as part of our procedures to ensure that our internal quality management systems are effective. We will only do so with your consent.

16.10 Unless you specifically instruct us to advise on tax planning matters, our advice will not concern or take into account the taxation implications or consequences of any course (or possible course) of action.

16.11 24 Hour Bailiffs Limited will undertake the collection of debts and/or provide other services in an ethical way, in compliance with all current legal requirements and legislation and within the code of practice of the Credit Services Association.

16.12 You warrant that all instructions and information provided to 24 Hour Bailiffs Limited are accurate and correct and legally due to the best of your knowledge.

16.3 24 Hour Bailiffs Limited undertakes to process all debts referred to it within agreed time scales. Where required, confirmation of receipt of all new instructions will be sent to the client.

16.4 Debts paid to 24 Hour Bailiffs Limited will be accounted for and remitted to the client within 14 days of receipt or as otherwise agreed. Unless otherwise agreed, commission and any standard charges will be deducted from all such payments. The client undertakes to advise and confirm to 24 Hour Bailiffs Limited of any direct payments immediately to ensure debtor's records are updated on a timely basis and to avoid debtors being followed up unnecessarily. Standard charges are due on all such payments, including payments received by clients prior to the commencement of collection activity if said payments are not disclosed or notified to 24 Hour Bailiffs Limited within 24 hours of instructions being received.

16.5 Goods accepted by clients in lieu of payment or credit notes issued to debtor accounts will be treated as monies collected. Any standard charges are due in all such payments or credits.

16.6 Where a debtor offers a reduced sum in full and final settlement of the debt, 24 Hour Bailiffs Limited will refer to the client for a decision unless a previously agreed discretionary limit exists.

16.7 Reports will be sent to clients as appropriate. If additional reports are required, 24 Hour Bailiffs Limited has the right to charge for any additional expenditure incurred. Legal action against debtors is undertaken at the sole discretion of 24 Hour Bailiffs Limited unless otherwise agreed.

16.8 All clients are allocated a 'Primary Contact'. At times it may become advisable for other members of staff to become involved, particularly if their specialist expertise may be of value to you or if it is appropriate for the work to be done at a less senior level. Whenever day to day work is not carried out by a member of the company, it will nevertheless be supervised at a more senior level. You are encouraged to speak to your Primary Contact at any time.

16.9 We believe that communication with our clients is very important, so we will provide you with regular updates, on occasions sending you copies of relevant correspondence and documents and providing guidance on timescale as far as possible.

16.10 Our address for the purpose of service is:

24 Hour Bailiffs Limited, Waterham Business Park, Highstreet Road, Waterham, Kent, ME13 9EJ.

Enforcement Process:

These terms and conditions have been prepared to help you understand the basis on which we shall be acting for you. If anything is not clear, please do not hesitate to ask us to explain. Please read all of these terms and conditions carefully as you will be bound by them unless we agree otherwise.

1. 24 Hour Bailiffs Limited

1.1 24 Hour Bailiffs Limited is a company registered in England and Wales under the Companies Acts (company registration number – 07725135). Any reference to “24 Hour Bailiffs”, “we” or “us”, whether in this or any other document or communication from us, is to 24 Hour Bailiffs Limited and all contracts entered into and all advice given in relation to our business are entered into or are given by this company only.

1.2 All contracts and/or obligations entered into or advice given in relation to our business by directors, employees or consultants of 24 Hour Bailiffs Limited are entered into or given by 24 Hour Bailiffs Limited and not those individuals personally.

1.3 24 Hour Bailiffs Limited may assign our rights and/or obligations under our agreement with you to any business which is a successor to our business, a part of, an allocated subcontractor or affiliated partner firm. You will be responsible for any costs charged by the third party in respect of works undertaken on your file.

1.4 Our authorised High Court Enforcement Officer is Mr Gary Goy who is a full member of the High Court Enforcement Officers Association.

2. Instructions

a) By completing an Instruction Form and/or instructing 24 Hour Bailiffs by any other means, ^[L]_{SEP} you, the private individual, firm, authorised company representative or legal ^[L]_{SEP} professional in instructing us become the ‘Client’ and authorise 24 Hour Bailiffs to provide the ^[L]_{SEP} services to you as set out in the Instruction Form. By instructing us you confirm you have the legal right to do so and consent to our completion of any and all court paperwork on your behalf.

b) By becoming the Client (which includes our ‘Enforcement Providers’) you agree to be bound by these Terms and Conditions..

c) 24 Hour Bailiffs reserves the right to decline any instructions without stating a reason. In ^[L]_{SEP} such circumstances any monies paid to 24 Hour Bailiffs in respect of those instructions may ^[L]_{SEP} be refunded upon written request and approval by a Director. Please note this ^[L]_{SEP} does not include any fees, which were made for payment to Her Majesty’s Court and ^[L]_{SEP} Tribunal Service (HMCTS). We reserve the right to retain an administration fee of £50.00 plus VAT, where applicable.

3. Definition of the Terms

These Terms and Conditions apply to the provision of services by 24 Hour Bailiffs and its chosen Enforcement Providers. No ^[L]_{SEP} variation, alteration, substitution or modification of these Terms shall be binding ^[L]_{SEP} on 24 Hour Bailiffs unless expressly agreed by a Director of 24 Hour Bailiffs Limited.

The Client agrees to be^[1]_{SEP} bound by these conditions upon providing 24 Hour Bailiffs with an instruction.

4. Governing Law

These Terms and Conditions shall be governed by and construed in accordance^[1]_{SEP} with the law of England & Wales, and each of the parties submits to the exclusive jurisdiction of the courts of England & Wales.

5. Cancellation of an Instruction

The cancellation of an instruction shall be made in writing and emailed to the following email address, it must come from the instructing party or their legal representative only:
enforcement@24hourbailiffs.com

6. The Work

a) Transfer to the High Court for enforcement.

The Client or 24 Hour Bailiffs (through its lawyer partners) shall obtain the appropriate certificate from the appropriate court for transfer of a judgment to the High Court for the purposes of enforcement.

The Client consents to use of a digital signature on the Form N293A. Upon receipt of the certificate, the Client or 24 Hour Bailiffs will thereafter obtain the appropriate Writ of control or Writ of execution in the name of a Authorised High Court Enforcement Officer 'Mr Gary Goy' (pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act) as directed by 24 Hour Bailiffs.

Where 24 Hour Bailiffs are provided with the appropriate sealed certificate only the latter part of this work will apply. The fee payable to HMCTS to obtain a Writ is £71.00. In most instances 24 Hour Bailiffs will require the administration/compliance fee of £90.00 paid at the point of instruction.

The Client may also instruct us by supplying a writ made out to our Officer, as named above.

b) High Court enforcement – Writs of control and Writs of execution

24 Hour Bailiffs' partner Authorised High Court Enforcement Officers & Certified Enforcement Agents (Enforcement Providers) shall undertake the enforcement action as directed in the Taking Control of Goods Regulations. 24 Hour Bailiffs may also use a telephone collection strategy and letters in conjunction with enforcement agent attendances to enhance monetary recovery rates.

c) Commercial Rent Arrears Recovery ("CRAR"), Forfeiture of Lease and any other enforcement services under Common Law

24 Hour Bailiffs' Enforcement Agents and other Agents shall undertake the enforcement action as directed in the relevant Regulations and Common Law.

d) Other services

24 Hour Bailiff's Authorised High Court Enforcement Officers, Enforcement Agents, Debt^[SEP] Recovery Agents, Field Agents, Repossession Agents, Security Officers, Locksmiths and/or any^[SEP] other Contracted Staff or Employees shall undertake the services as directed in^[SEP] the Instruction Form and as per Regulations and under Common Law, National Standards as required.

7. Fees, Charges and Disbursements

a) 24 Hour Bailiffs will apply fees and disbursements as stipulated in The Taking Control of^[SEP] Goods (Fees) Regulations 2014, in the High Court Enforcement Officers^[SEP] Regulations 2004 and/or any other appropriate Regulations and these fees are^[SEP] recoverable from the debtor in the first instance.

b) The Client, with consent of the Creditor, hereby authorises 24 Hour Bailiffs to, if necessary, apply to the appropriate Court that the enforcement agent may recover from the debtor exceptional disbursements which are not otherwise recoverable under the Regulations.

c) 24 Hour Bailiffs and/or the Client/creditor shall satisfy the Court that the disbursements^[SEP] to which it relates are necessary for effective enforcement of the sum to be^[SEP] recovered, having regard to all the circumstances including the amount of that^[SEP] sum; and the nature and value of the goods which have been taken into control,^[SEP] or which it is sought to take into control.

d) In matters relating to the recovery of monies, if the Client receives payment^[SEP] on or after the date of instruction the Client must forward the sums to 24 Hour Bailiffs in full^[SEP] unless expressly agreed otherwise by 24 Hour Bailiffs. If the Client or creditor negotiates^[SEP] payment outside of the enforcement process, either by agreement or consent^[SEP] order, the Client becomes liable to the full fees charged by 24 Hour Bailiffs that otherwise^[SEP] have been recoverable from the debtor under the relevant Regulations.

e) In certain activities and services (e.g. evictions) 24 Hour Bailiffs will invoice the Client^[SEP] directly for the costs associated with providing the service. In such circumstances^[SEP] the Client will make payment of the sums due within the timescales specified on^[SEP] the invoice. If any element of an invoice is queried that part of the invoice which^[SEP] has not been queried is to be paid in any event.

f) 24 Hour Bailiffs reserves the right to charge late payment interest at four per cent above^[SEP] the base rate applied from time to time by Natwest Bank on any balance^[SEP]. The Client will also make payment of costs associated with debt^[SEP] recovery procedures and litigation, where applicable, should the matter remain unpaid beyond^[SEP] the terms stated.

g) The Client agrees that where enforcement is unsuccessful in matters regulated^[SEP] by the Tribunals Courts and Enforcement Act 2007 he will be liable for the^[SEP] Compliance Fee (£00 as at 6th April 2014), triggered by the^[SEP] Compliance Stage, in accordance with the High Court Enforcement Officers^[SEP] Regulations 2004 No. 400, Part 4, Regulation 13(3A) as amended by The^[SEP] Tribunals, Courts and Enforcement Act 2007 Consequential, Transitional and^[SEP] Saving Provision) Order 2014 No. 600, Paragraph 8.

h) Where appropriate VAT will be charged at the current rate on fees, costs and charges and the Client directs 24 Hour Bailiffs to recover them from the debtor as part of the execution process.

i) Any change in VAT or Court fees will take effect immediately, and we reserve^[SEP] the right to delay the processing of transfer up or enforcement until such time as^[SEP] all monies due are settled in full. 24 Hour Bailiffs will notify you of such a change as soon as is practicable.

j) In the event of late payment of any invoice that is raised for the provision of [L] [SEP] services supplied by 24 Hour Bailiffs, where the matter is passed to our chosen debt recovery agents to pursue recovery of the outstanding invoice we reserve the [L] [SEP] right to charge an additional administrative fee of £50.00.

k) Where the debt recovery agents are unable to recover the sums due by way of [L] [SEP] their pre-legal collection procedures, 24 Hour Bailiffs reserve the right to charge an additional administrative fee of £250.00 in circumstances where legal [L] [SEP] or insolvency proceedings are instigated by way of our associated legal firm, Landlord Legal Assist Limited.

8. Payments under a Writ of control

a) Payments collected under a Writ of control will held “in suspense”, i.e. neither [L] [SEP] belonging to the creditor or debtor, for 14 days before payment is made to the [L] [SEP] Client after the 15th day, as stipulated in the Insolvency Act 1986.

b) The Client authorises the Enforcement Agent to enter into a payment arrangement under a signed Controlled Goods Agreement, or otherwise where payment in full cannot be obtained.

c) In matters falling under the TCGA Where the debtor makes a part payment [L] [SEP] towards the debt this payment will be split pro rata between the Client and 24 Hour Bailiffs in payment of the sum to be recovered, and any remaining amounts recoverable [L] [SEP] in respect of fees and disbursements payable to HCEO, in accordance with The [L] [SEP] Taking Control of Goods (Fees) Regulations 2014 Paragraph 13(3) & 13(4).

d) 24 Hour Bailiffs will hold on the Clients behalf any part payment recovered in an enforcement action until the amount payable to the Client reaches a minimum [L] [SEP] sum of £00, unless expressly agreed otherwise by 24 Hour Bailiffs.

9. Your Responsibilities

a) By instructing 24 Hour Bailiffs, the Client agrees to provide 24 Hour Bailiffs with accurate information [L] [SEP] and documentation without delay.

b) The Client confirms that no other enforcement action is being carried out that [L] [SEP] will prevent or hinder 24 Hour Bailiffs from carrying out their enforcement duties under the [L] [SEP] Writ, Warrant or other instruction. Should the Client commence alternative enforcement action before a Formal Return is produced, the Client confirms payment of our fees in full will be made within 14 days.

c) The Client confirms that the details given are correct, and accepts any responsibility for information given which proves to be incorrect.

10. Writs of Possession or Restitution, Compulsory Purchase Orders [L] [SEP] and Forfeiture of Lease

24 Hour Bailiffs and its Enforcement Providers will ensure that sufficient resource is available for the planned [L] [SEP] eviction time.

Delay of execution of the Writ or where the planned eviction time is delayed then the following applies:

For the first 12 hours of the delay 75% of the full amount of the estimated cost quotation.

For a delay between 12 and 24 hours 30% of the full amount of the estimated cost quotation.

Where the delay is greater than 24 hours the following options are available to ^[1]_{SEP} the Client:

Request that the eviction team remain on 'standby', at a cost of 30% of the estimated cost quotation during the 'standby period'.

Postpone the eviction: if the eviction is postponed indefinitely then ^[1]_{SEP} cancellation charges will apply. If the eviction is postponed for 48 hours or ^[1]_{SEP} less then charges will be incurred at a rate of 15% of the estimated cost

Cancel the eviction: the charges set out below will then apply.

Cancellation of execution of the Writ or Order:

Where the enforcement of the Writ is cancelled or the instruction is withdrawn ^[1]_{SEP} by the Client then the following charges apply:

If the execution of the Writ is cancelled within 10 days of the planned enforcement date, 20 % of the estimated cost quotation will be payable.

If the execution of the Writ is cancelled within 7 days of the planned enforcement date, 30 % of the estimated cost quotation will be payable.

If the execution of the Writ is cancelled within 48 hours of the planned enforcement date, 60 % of the estimated cost quotation will be payable.

If the execution of the Writ is cancelled within 24 hours of the planned enforcement date, 75% of the estimated cost quotation will be payable.

Payment under a writ of possession, restitution or other related matters:

Payment of our invoice in respect of enforcement of a Writ of Possession is due ^[1]_{SEP} within 14 days of the date of the invoice submitted after execution of the Writ. ^[1]_{SEP} Unless expressly varied, the terms of this document will also apply in respect of ^[1]_{SEP} VAT is payable on all charges unless otherwise advised.

11. Our Liability

a) These terms do not affect our liability to you in any way for: personal injury or death arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter made by one or our employees or agents, nor any other liability which cannot be excluded or ^[1]_{SEP} limited under applicable law.

b) This paragraph shall apply to any claim: a. by you. b. and, if any duties are held to be owed to them, to a claim by any individual or company, related or associated to you, and any officer, servant or, employee of any of these entities; against 24 Hour Bailiffs, any past, or future Directors, and/or any past, present or future ^[1]_{SEP} employees of 24 Hour Bailiffs.

c) All claims, whether made by one or more of the parties, arising from the same^[1] act or omission, or from a series of related acts or omissions, shall be regarded^[SEP] as one claim.

d) Any claim arising as a result of these terms must be notified to us in writing^[1] within 6 (six) months of the date that such liability arises. Failure to provide notice within this period will forfeit any claim.

12. Exclusions of Liability

a) 24 Hour Bailiffs will not be liable for any loss of income, loss of profits, loss of markets^[SEP], loss of reputation, loss of customers, loss of use, loss of an opportunity even if^[SEP] we had knowledge that such damages or loss might arise or for any indirect^[SEP], incidental, special or consequential damages or loss howsoever arising including^[SEP] without limitation breach of contract, negligence, wilful act or default.

b) 24 Hour Bailiffs shall bear no liability for loss and/or damage arising from matters outside^[SEP] of its control.

13. Advice Given

a) Non Solicitors should be aware that we are not a law firm and we do not^[SEP] provide legal advice. Any advice provided by 24 Hour Bailiffs relates strictly to the^[SEP] provision of services and should not be relied upon as legal advice.

b) 24 Hour Bailiffs accepts no liability for any actions you may take or loss or damage you^[SEP] incur as a result of advice given in any communication with us or contained in^[SEP] marketing material. We accept no liability for loss or damage you may suffer by^[SEP] instructing any firm of solicitors to whom we may refer.

c) None of the content presented on any of 24 Hour Bailiffs' websites constitutes legal^[SEP] advice in relation to any of 24 Hour Bailiffs or its partners services.

14. Professional Indemnity Insurance

24 Hour Bailiffs carries professional indemnity insurance. Details may be obtained upon^[SEP] request by writing to our registered office.

15. Complaints

a) HCEO aims to provide a high quality service to our clients. If you have a concern^[SEP] about the way your case is being handled then in the first instance you should^[SEP] raise this with your usual contact or case manager.

b) If your complaint relates to the actions of an Enforcement Agent, your complaint must first be made to the managing Enforcement Provider.

16. Data protection Act & GDPR

- a) 24 Hour Bailiffs use the information you provide primarily for the provision of our services^[SEP] to you the Client and for related purposes including: updating and enhancing^[SEP] client records; analysis to help us manage our company; legal and regulatory
- b) Our use of that information is subject to your instructions, the Data Protection^[SEP] Act and our duty of confidentiality.
- c) By instructing 24 Hour Bailiffs we may send you information by email that we think might^[SEP] be of interest to you. If you do not wish to receive that information please^[SEP] unsubscribe within the email received or notify our office in writing.

17. General

- a) These Terms and Conditions shall not affect any provision of the general law^[SEP] or professional standards applicable to the relationship between 24 Hour Bailiffs and you the
- b) Any notice to be given to us may be sent to us at our principal place of business and, any notice to be given by us, may be given to you at your last postal and/or^[SEP] email address known to us.

18. Repeat matters

Unless expressly varied, the terms of this document will also apply in respect of any future matters where one or more of the services is provided to the Client.

19. Amendments to our Terms and Conditions

- a) 24 Hour Bailiffs may revise these Terms and Conditions at any time. The amended Terms^[SEP] will be effective from the date they are posted on our website.
- b) You, the Client, are expected to check these Terms from time to time to take^[SEP] notice of any binding changes that may have been made. Some of the provisions^[SEP] contained in these Terms may also be superseded by provisions or notices^[SEP] published elsewhere on our website and may include Regulatory changes