



# South East Enforcement

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## Terms and Conditions of Business

SLA between “You” the client and “SEE” as South East Enforcement Limited

### **1) MONETARY CCJ TRANSFER UP AND ENFORCEMENT**

- 1.1) You authorise SEE to apply to transfer the judgment / Order to the High Court for enforcement and authorise SEE to carry out the transfer up.
- 1.2) You request that the Writ be issued to an Authorised High Court Enforcement Officer within SEE.
- 1.3) You authorise SEE to sign any court form necessary for the purpose of enforcing your judgment / Order including County Court Form N293a or any Statement of Truth required in support of your application to enforce your judgment / Order.
- 1.4) You authorise the County Court to return the completed N293a direct to SEE and / or to correspond directly with SEE regarding your application.
- 1.5) You confirm that the judgment / Order is not based upon a Regulated Agreement under the Consumer Credit Act 1974, unless the judgment debt is £25,000 or more.
- 1.6) SEE will notify you of any cleared funds received and remit the same in accordance with the applicable legislation, regulations and agreements that are in place at the time.
- 1.7) Where money is collected in relation to a High Court Writ, it must be retained for 14 days before it can be paid to you as a client/creditor. This 14-day retention period is stipulated in the Insolvency Act 1986.
- 1.8) Part / full and final settlements – SEE’s costs will be deducted from the sums recovered from the debtor on a pro-rata basis pursuant to *The Taking Control of Goods (Fees) Regulations 2014*.
- 1.9) SEE’s administration fees are usually paid by the debtor on successful recovery. Where SEE are unable to recover the amount due, and this could be for a variety of reasons, you will be charged an abortive fee of £75.00 plus VAT. These reasons include but are not limited to, situations where SEE are unable to trace the debtor, where the debtor successfully applies to have the judgment set aside, where the debtor is or has been declared bankrupt and where there are insufficient assets to cover the debt owed.
- 1.10) SEE will retain first from any part payments received from the debtor sufficient funds to cover any fees and costs due from you including the £75.00 plus VAT compliance / abortive fee.
- 1.11) The claimant, if VAT registered, is liable to pay VAT on any enforcement fees incurred by SEE and agrees to SEE retaining such costs from any funds due to be remitted to you.
- 1.12) Please note that if you enter direct negotiations with the judgment debtor which results in a settlement and / or direct payment(s) during the life of the Writ after an attendance by SEE and whilst we are acting on your behalf, then you may be liable for further statutory enforcement fees due under the Writ\* in accordance with *The Taking Control of Goods (Fees) Regulations 2014* (\*which we are normally entitled to recover from the judgment debtor).
- 1.13) You confirm that you are / represent the creditor and are authorised to provide these instructions on behalf of the creditor and agree to be bound by the terms of this SLA.

### **2) COMMERCIAL RENT ARREARS RECOVERY “CRAR”**

- 2.1) You authorise SEE to act as certificated enforcement agents under the common law rights afforded to the landlord under the terms of the commercial lease relating to the demised premises.
- 2.2) You confirm that the property is not “mixed-use”, meaning that the lease does NOT afford any residential rights to the property. Further you confirm that the amounts instructed for recovery is only comprised of rent due, interest on rent due (where applicable) and VAT on rent due (where applicable).
- 2.3) SEE will notify you of any cleared funds received and remit the same in accordance with the applicable legislation, regulations and agreements that are in place at the time.
- 2.4) Part / full and final settlements – SEE’s costs will be deducted from the sums recovered from the debtor on a pro-rata basis pursuant to *The Taking Control of Goods (Fees) Regulations 2014*.
- 2.5) SEE’s administration fees are usually paid by the debtor on successful recovery. Where SEE are unable to recover the amount due, and this could be for a variety of reasons, you will be charged an abortive fee of £75.00 plus VAT. These reasons include but are not limited to, situations where the debtor is or has been declared bankrupt or where there are insufficient assets to cover the debt owed.

- 2.6) SEE will retain first from any part payments received from the debtor sufficient funds to cover any fees and costs due from you including the £75.00 plus VAT compliance / abortive fee.
- 2.7) The landlord, if VAT registered, is liable to pay VAT on any enforcement fees incurred by SEE and agrees to SEE retaining such costs from any funds due to be remitted to you.
- 2.8) Please note that if you enter direct negotiations with the debtor which results in a settlement and / or direct payment(s) during the CRAR process after an attendance by SEE and whilst we are acting on your behalf, then you may be liable for further statutory enforcement fees due under CRAR\* in accordance with *The Taking Control of Goods (Fees) Regulations 2014* (\*which we are normally entitled to recover from the judgment debtor).
- 2.9) You confirm that you are / represent the landlord and are authorised to provide these instructions on behalf of the landlord and agree to be bound by the terms of this SLA.

### **3) COMMON LAW REPOSSESSIONS – PEACEABLE RE-ENTRY AND TRESPASSER REMOVAL**

- 3.1) You authorise SEE to enter the premises, change locks, if appropriate remove vehicles from the premises and display necessary notices as required; and for doing so this shall be your sufficient Warrant, Authority and Indemnification against all Actions at Law, as well as costs, charges or expenses which are reasonably incurred by reason of executing this Warrant; and you thereby undertake not to hold SEE accountable for goods forcibly or clandestinely removed from the premises following their being made secure.
- 3.2) Where SEE have been forced to withdraw from an enforcement action due to circumstances outside of our control, for any reason whatsoever including but not limited to you standing us down on site, the site being vacant on our attendance or the Police issuing instructions to SEE to withdraw, SEE's fees for attendance and time spent on site remain payable as quoted.
- 3.3) Where SEE's planned attendance is delayed or cancelled by you or any other party, once our enforcement agents have already mobilised to site but not yet arrived, SEE reserve the right to charge 50% of any fees we have already quoted to you for the aborted attendance.
- 3.4) You confirm that you are / represent the landlord and are authorised to provide these instructions on behalf of the landlord and agree to be bound by the terms of this SLA.

### **4) WRIT OF POSSESSION ENFORCEMENT – RESIDENTIAL AND TRESPASS**

- 4.1) You authorise SEE to apply to transfer the judgment / Order to the High Court for enforcement and authorise SEE to carry out the transfer up.
- 4.2) You request that the Writ be issued to an Authorised High Court Enforcement Officer within SEE.
- 4.3) You authorise SEE to sign any court form necessary for the purpose of enforcing your judgment / Order including Form N244 or any Statement of Truth required in support of your application to enforce your judgment / Order.
- 4.4) You authorise the Courts to return all completed forms and documents direct to SEE and / or to correspond directly with SEE regarding your application.
- 4.5) You confirm that the judgment / Order is not based upon a Regulated Agreement under the Consumer Credit Act 1974, unless the judgment debt is £25,000 or more.
- 4.6) Once the Writ is received you authorise SEE to serve notice of the eviction (non-trespass only) enter the premises, change locks, if appropriate remove vehicles from the premises and display necessary notices as required; and for doing so this shall be your sufficient Warrant, Authority and Indemnification against all Actions at Law, as well as costs, charges or expenses which are reasonably incurred by reason of executing the Writ; and you thereby undertake not to hold SEE accountable for goods forcibly or clandestinely removed from the premises following their being made secure.
- 4.7) Where SEE have been forced to withdraw from an enforcement action due to circumstances outside of our control, for any reason whatsoever including but not limited to you standing us down on site, the site being vacant on our attendance or the Police issuing instructions to SEE to withdraw, SEE's fees for attendance and time spent on site remain payable as quoted.
- 4.8) Where SEE's planned attendance is delayed or cancelled by you or any other party, once our enforcement agents have already mobilised to site but not yet arrived, SEE reserve the right to charge 50% of any fees we have already quoted to you for the aborted attendance.
- 4.9) You confirm that you are / represent the landlord and are authorised to provide these instructions on behalf of the landlord and agree to be bound by the terms of this SLA.
- 4.10) Once instructed, if a Warrant has already been requested and therefore the Writ is rejected, all quoted administration fees and Court fees incurred to date are payable in full.

### **5) CONSENT AND NOTICE REGARDING ELECTRONIC INSTRUCTIONS TO SEE.**

- 5.1) By submitting instructions to SEE Limited you are signing this document electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement.
- 5.2) By submitting your instruction document(s) you consent to SEE acting as certificated enforcement agents on your behalf.
- 5.3) You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and SEE.
- 5.4) You also represent that you are authorised to provide these instructions on behalf of the creditor / landlord and will be bound by the terms of this Agreement.

### **6) INVOICING TERMS**

- 6.1) SEE's standard payment terms are 30 days from date of invoice (unless otherwise stated).
- 6.2) Late payment charges will be applied to all overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (As Amended).