

1. Introduction

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. Costs

2.1 The cost of our services shall be indicative of the type of work undertaken and it is normal procedure for us to provide a [quotation] in each instance. If there are any changes in your instructions or the matter circumstances at any time these shall be reflected, as we deem fit, in an amended quotation which shall be provided to you at the earliest opportunity. In the event that we are unable to provide a [quotation] we shall keep you informed of the work in progress on a periodic basis or upon your request.

2.2 Where it is necessary to instruct a third party on your behalf, including but not limited to external investigators, bailiffs, and hauliers, to assist with your matter we shall do so as your agent and you shall be responsible for payment of their fees.

3. Payment on Account

From time to time we may ask you to let us have monies generally on account for initial costs and disbursements and settlement of third parties' fees. Any request for any such monies shall not be an estimate or cap on any fee or costs and unless payment was made for a specified purpose, may be used to meet our fees when invoiced to you.

4. Billing

We prefer to bill at the conclusion of a matter however we reserve the right to render interim invoices to you during the course of the matter. If in the event you have any particular billing requirements please advise us prior to us commencing work.

5. Payment of Invoices

Our bills are payable upon receipt and we reserve the right to charge interest at an equivalent rate of 12% per annum chargeable from time to time on late payments plus compensation at £150 per invoice in addition to the terms under the Late payment of Commercial debts Interest Act

6. Complaints

We hope that you will have no reason to complain about the services we provide to you. However in the event that you are not satisfied please direct your complaint to us in the first instance. All complaints made to us will be handled in an efficient manner and we will strive to solve them quickly. In the event that you remain dissatisfied then you are at liberty to resort to the Disciplinary procedures available through the Association of British Investigators, www.theABI.org.uk or Certificated Enforcement Agents Association www.ceaa.co.uk

7. Liability

The services we provide 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.

8. Rights of Third Parties

8.1 Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other person. Unless specifically agreed in writing by us in advance, you agree that you will not be acting for another person/company.

8.2 The terms on which we are acting on your matters (contained herein or otherwise) are intended to be enforceable solely by the instructing party and us.

8.3 We do not accept any liability for services or information provided by any third parties instructed by us on your behalf in respect of your matters.

9. Confidentiality

9.1 We shall endeavour to treat as confidential all information concerning your business affairs received as a result of your instructions and not to disclose the information to any third party save to those persons whom we deem necessary to inform unless such information is (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by any law.

9.2 We reserve the right to require you to enter into a separate confidentiality agreement should we deem it necessary.

9.3 We reserve the right to act on behalf of other individuals/companies who operate in your area or related area subject to our obligations of confidentiality referred to above.

10. Publicity

From time to time we may wish to issue publicity about our company and where there is no objection from our clients in respect of their specific matters we like to identify certain individuals/companies and their particular transactions including its nature and the parties involved. In the event that this is unacceptable to you please let us know, otherwise we shall proceed on the basis that we are free to provide details in relation to you, when appropriate.

11. Communication

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 let us know.

12. Termination

We reserve the right to terminate the provision of our services to you by providing two weeks written notice delivered to your address. You may also terminate your instructions to us on any matter at any time by providing us with written notification.

Notwithstanding any termination by either of us you agree 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

13. Documentation

If at the end of each matter you wish us to return or forward to you or others or deposit in safe custody any documentation which we have acquired from you or on your behalf in respect of such matter, please provide written instructions of the same. In the event that we receive no instructions we shall retain such documentation on our files for a period at our discretion.

14. Variation of Terms

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

15. Governing Law

These terms of business are governed by and shall be construed in accordance with the laws of England and you agree to submit to the exclusive jurisdiction of the English Courts.

16. Data Protection

For the avoidance of doubt the instructions are accepted on the basis that our services are conducted under the direction of the client and as such we are deemed the Data Processor and the client, and/or the principal is deemed Data Controller.

17. Peaceable Possession

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 breaking back into the property or having to abandon the possession for legal reasons like 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

18 Rent arrears

As per our web site the following conditions must be met before CRAR can be execute 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 his 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** an attendance to take control or removal has taken place, the landlord must pay the full bailiff's fees. 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 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 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 be 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 your executing your warrant. You also agree to undertake not to hold Specialist & Equine 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 Specialist & Equine 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. Disclaimer

Specialist and Equine Bailiffs Ltd will make every effort possible to ensure the accuracy of any information (in any form) supplied is to the best of Specialist and Equine Bailiffs Ltd knowledge, information and belief. This includes any advice given on bailiff matters as no person at Specialist and Equine Bailiffs Ltd is legally qualified to give any such legal advice. The advice is given is free and given in good faith based on experience. Specialist and Equine Bailiffs Ltd accepts no responsibility whatsoever for any inaccuracies contained in any information (in any Form) so passed to clients or prospective clients and shall not be held responsible for any damages or costs incurred by the client or prospective clients 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