

Terms and Conditions

1. Introduction

CRB Limited, for the purposes of these Terms and Conditions, trades its business as Commercial Rent Bailiffs Limited (CRB Limited). CRB Limited provides a variety of services to their clients or potential clients (the Client) including but not limited to; enforcement, debt recovery, tracing, investigation, repossession, eviction, security and legal activities. We are registered at Companies House, Company No: 7900765 and our registered office is at Alexandra Gate Business Centre, 2 Alexandra Gate, Cardiff. CF24 2SA.

2. Instructing us

(a) By completing an Instruction Form and/or instructing CRB Limited by any other means, you, the private individual, firm, authorised company representative or legal professional instructing us become the Client and authorise CRB Limited to provide the services to you as set out in the Instruction Form.

(b) By becoming the Client you agree to be bound by these Terms and Conditions.

(c) CRB Limited reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to CRB Limited in respect of those instructions may be refunded upon written request and approval by a Director. Please note this does not include any fees which were made payable to Her Majesty's Court and Tribunal Service (HMCTS).

3. Definition of the terms

These Terms and Conditions apply to the provision of services by CRB Limited and no variation, alteration, substitution or modification of these Terms shall be binding on CRB Limited unless expressly agreed by a Director of CRB Limited. The Client agrees to be bound by these conditions upon providing CRB Limited with an instruction.

4. Governing law

These Terms and Conditions shall be governed by and construed in accordance with the law of England & Wales, and each of the parties submits to the exclusive jurisdiction of the courts of England & Wales.

5. Transfer up procedure

Applications on the N293A form for the purposes of transferring up a judgment and obtaining of a Writ of Control or Writ of Execution will be completed by CRB Limited, then passed to the client or clients' representative for signing and applying to the appropriate Court.

6. The work

(a) The client or clients' legal representative, shall obtain the appropriate certificate from the appropriate Court for transfer of a judgment to the High Court for the purposes of enforcement. Upon receipt of the Writ of control or Writ of execution in the name of an Authorised High Court Enforcement Officer (pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act) as directed by CRB Limited. Where CRB Limited is provided with the appropriate sealed High Court Writ of control and Writ of execution, CRB Limited's Authorised High Court Enforcement Officer, Enforcement Agents and Agents shall undertake the enforcement action as directed by the Client. CRB Limited may also use a telephone collection strategy in conjunction with enforcement agent attendances to enhance monetary recovery rates.

(b) Commercial Rent Arrears Recovery ("CRAR"), Forfeiture of Lease and any other enforcement services under Common Law. CRB Limited's Enforcement Agents and Agents shall undertake the enforcement action as directed by the Client.

7. Other services

CRB Limited's Authorised High Court Enforcement Officers, Enforcement Agents, Debt Recovery Agents, Field Agents, Repossession Agents, Security Officers and/or any other Contracted Staff or Employees shall undertake the services as directed in the Instruction Form as completed by the Client.

8. Fees and disbursements

CRB Limited will apply fees and disbursements as stipulated in The Taking Control of Goods (Fees) Regulations 2014, in the High Court Enforcement Officers Regulations 2004 and/or any other appropriate Regulations and these fees are recoverable from the debtor in the first instance.

(a) The Client, with consent of the Creditor, hereby authorises CRB Limited 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.

(b) CRB Limited and/or the Client/creditor shall satisfy the Court that the disbursements to which it relates are necessary for effective enforcement of the sum to be recovered, having regard to all the circumstances including the amount of that sum; and the nature and value of the goods which have been taken into control, or which it is sought to take into control.

(c) In matters relating to the recovery of monies, if the Client receives payment on or after the date of instruction the Client must notify CRB Limited of the sums received immediately. If the Client does not inform us of any payments received and the enforcement agents attends the premises, then the Client will be invoiced for the full enforcement fees.

(d) If full payment is received by the Client after instructing CRB Limited and the debtor does not pay the Enforcement Compliance fee, then the Client must pay that fee. That fee can be added to their next invoice as this is payable under legislation.

(e) If the Client or creditor negotiates payment outside of the enforcement process after instructing CRB Limited, either by agreement or consent order without our permission, the Client becomes liable to pay the full fees charged by CRB Limited that otherwise would have been recoverable from the debtor.

(f) If the Client instructs CRB Limited to remove assets or secure assets onsite after Taking Goods into Control, then that Client will be responsible to pay all Enforcement Fees and any other costs incurred if for some reason those assets cannot be sold at auction (e.g. third-party claim, leased goods, financed goods).

(g) If the Client incorrectly instructs CRB Limited on any attendance for CRAR, High Court Writs/Possessions, Forfeitures or Evictions, the Client will be responsible to pay CRB Limited the full Enforcement Fees charged on that instruction.

(h) CRAR, High Court Writs/Possessions, Forfeiture or Eviction services, the Client will be responsible to pay for the Enforcement Agents fees and the Locksmith costs if for any reason the instruction was to be aborted while the Enforcement Agent is in attendance.

(i) The Client agrees that where enforcement is unsuccessful in matters regulated by the Tribunals Courts and Enforcement Act 2007 they will be liable to pay the Enforcement Compliance Fee, triggered by the Compliance Stage, in accordance with the High Court Enforcement Officers Regulations 2004 No. 400, Part 4, Regulation 13(3as amended by The Tribunals, Courts and Enforcement Act 2007 (Consequential, Transitional and Saving Provision) Order 2014 No. 600, Paragraph 8 unless otherwise agreed by a director of CRB Limited.

(j) In certain activities and services (e.g. CRAR, High Court Writs/Possessions, Forfeitures or Evictions), CRB Limited will invoice the Client directly for the costs associated with providing the service. In such circumstances the Client will make payment of the sums due within the timescales specified on the invoice. All invoices are to be paid in any event.

(k) CRB Limited reserves the right to charge late payment interest at four per cent above the base rate applied from time to time on any balance outstanding. The Client will also make payment of costs associated with debt recovery procedures, where applicable, should the matter remain unpaid beyond the terms stated.

(l) VAT will be charged at the current rate on fees, costs and charges where applicable and in accordance with HMRC guidance.

(m) Any change in VAT or Court fees will take effect immediately, and we reserve the right to delay the processing of transfer up or enforcement until such time as all monies due are settled in full. CRB Limited will notify you of such a change as soon as is practicable.

9. Payments under a Writ of control

(a) Payments collected under a Writ of control will be held "in suspense", i.e. neither belonging to the creditor or debtor, for a minimum of 14 days before payment is remitted to the Client. Payments are usually remitted on either the 15th day or the last working day of each month.

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

(c) In matters falling under The Controlled Goods Agreement where the Client debtor makes a part payment towards the debt this payment will be split pro rata between the Client and CRB Limited in payment of the sum to be recovered, and any remaining amounts recoverable in respect of fees and disbursements payable to CRB Limited, in accordance with The Taking Control of Goods (Fees) Regulations 2014 Paragraph 13(3) & 13(4).

10. Your responsibilities

(a) By instructing CRB Limited the Client agrees to provide CRB Limited with accurate information and documentation.

(b) The Client confirms that no other enforcement action is being carried out that will prevent or hinder CRB Limited from carrying out their enforcement duties under the Writ or Warrant.

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

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 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 CRB Limited, any past, or future Directors, and/or any past, present or future employees of CRB Limited.

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

(d) Any claim arising as a result of these terms must be notified to us in writing 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) CRB Limited will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.

(b) CRB Limited shall bear no liability for loss and/or damage arising from matters outside of its control.

13. Advice given

(a) Non Solicitors should be aware that we are not a law firm and we do not provide legal advice. Any advice provided by the CRB Limited relates strictly to the provision of services and should not be relied upon as legal advice.

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

(c) None of the content presented on any of CRB Limited's websites constitutes legal advice in relation to any of CRB Limited's services.

14. Professional indemnity insurance

We carry professional indemnity insurance for all of our work. Details may be obtained upon request via email at admin@crblimited.co.uk

15. Complaints

CRB Limited aims to provide a high quality service to our clients. If you have a concern about the way your case is being handled, then in the first instance you should raise this with your usual contact or case manager. In any other event please contact one of our team via email at admin@crblimited.co.uk

16. Data protection act 1998

(a) CRB Limited use the information you provide primarily for the provision of our services to you the Client and for related purposes including: updating and enhancing client records; analysis to help us manage our company; legal and regulatory compliance.

(b) Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you.

17. General

(a) These Terms and Conditions shall not affect any provision of the general law or professional standards applicable to the relationship between CRB Limited and you the Client.

(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 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

CRB Limited may revise these Terms and Conditions at any time. The amended Terms will be effective from the date they are posted on our website www.commercialrentbailiffslimited.co.uk. You, the Client, are expected to check these Terms from time to time to take notice of any binding changes that may have been made. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our website and may include Regulatory changes.

Dated: April 2014