



## Client Terms and Conditions

### Introduction

1. These terms and conditions are the basis on which High Court Solutions (hereafter referred to as 'the Company') provide services to its Clients, whether they are private individuals, companies or Solicitors acting on behalf of their Clients. Where a Client is a Solicitor, the term 'Client' in these Terms and Conditions, includes the Solicitor's own Client (usually the Judgment Creditor).
2. The terms 'Judgment Debtor' and 'Debtor' in these Terms and Conditions may also refer to any person being enforced against who is not a Judgment Debtor but subject to enforcement action for some other reason.
3. The Company will not discriminate against any person it enforces against, or any other person it encounters during the course of enforcement action (for example, members of a Debtor's family or a Debt Advisor), on the basis of age, colour, disability, race, religion or sexual orientation. The Company will treat every person fairly and impartially, in the interests of justice, to maximise successful enforcement in every case.
4. Clients who are not Solicitors should note that the Company is not a 'law firm' and its directors, employees, officers and agents neither offer nor can give legal advice. If a Client requires advice about any issue relating to transfer or enforcement, he or she should seek independent legal advice.
5. The Company reserves the right to decline any instruction, either when the application for transfer and enforcement is first made or subsequently in response to apply an enforcement tactic that the Company considers to be illegal, unethical or unreasonable in all the circumstances of the case and to do so without stating a reason. When this happens, any monies paid to the Company in respect of action already taken may be refunded upon written request and approval by the Company's Board of Directors. This concession does not include any fees which were made payable to Her Majesty's Court & Tribunals Service.
6. The Company may revise its terms and conditions at any time by amending this document without prior notification. The Clients inclusive of Solicitors Clients are requested to check our terms and conditions page on our website from time to time to take notice of any changes we made, as they are legally binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.
7. Different services have different Payment terms. Therefore payment terms are stipulated on our invoices and are due as per "Due Date" on each invoice.
8. The Company reserves the right to "set-off" any liability to the Client, against outstanding debt held with the Company by that Client without prior consent.
9. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
10. Whilst the Company can provide general advice on issues, it is not a law firm and the Client must obtain their own independent legal advice.

### The Client's Responsibilities

- I. By completing and signing the instruction to enforce a Writ of Control, a Client agrees to the following: (i) the Company arranging for the transfer of the Judgment or order to the High Court for enforcement; (ii) the enforcement being done by the Company through its employees, officers and agents.
- II. It is for the Client to ensure the details completed in the instruction are true and correct. The Company accepts no responsibility for

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costs or damages resulting from incorrect, untrue or otherwise flawed information given in an instruction.

- III. By signing the instruction form the Client is accepting an administrative charge of £51.75 in respect of the "transfer" process to obtain the Writ of Control on successful cases. This administrative fee is included in the execution cost paid by the Debtor. Settlement of this will be via "off-Set" and deduction from monies due to the client.
- IV. By instructing the Company, the Client agrees to abide by and pay the regulatory charges as directed by the Ministry of Justice and the High Court Enforcement Officers Association in relation to abortive fees for address visited if enforcement is unsuccessful. This charge is currently set at £75.00 plus VAT for each address we are instructed to visit.
- V. If a Client has direct contact with the Judgment Debtor or the Debtor's representative (for example, a Debt Advisor), **the Client should re-direct the person to the Company and notify the Company of this immediately**. This is necessary to maintain clear lines of communication and to avoid confusion. Furthermore, **if a Client receives payment or part-payment direct from or on behalf of the Debtor, the Client should notify the Company immediately and forward the payment to the Company within 24 hours**. This is also to maintain clear lines of communication and to avoid the mutual embarrassment caused by enforcement action on a debt already paid. Failure to comply with this condition may render the Client liable for the Company's full fees, costs and charges incurred by unnecessary or abortive enforcement action taken in good faith.
- VI. When a Client instructs the Company to remove goods, employ a locksmith, request removal vehicles or any specialist equipment or service, written confirmation from the Client may be required before instructions are issued. The Client will be liable for the costs and charges of these if the sale of the seized goods and/or payment by the Defendant does not fully cover them; the Client will be required to settle within 30 days of receiving the Company's invoice.
- VII. If a Judgment is set aside by the Court, or a Consent Order is agreed between the Claimant and Defendant, or if a Client negotiates a settlement with the Judgment Debtor or the Debtor's representative or any other person seeking to settle the debt on behalf of the Debtor (with or without the Debtor's knowledge or consent) the Client will be liable for the Company's fees, costs and charges in relation to work done.
- VIII. If the Client cancels an instruction for transfer, enforcement or any specific enforcement tactic or action (for example, removal of goods), it should be sent direct to the Company in writing by e-mail ([admin@highcourtsolutions.co.uk](mailto:admin@highcourtsolutions.co.uk)) or fax (0300 303 3221). The Client will be liable for the Company's Fees & disbursements in full and any additional applicable current costs as detailed on our website.
- IX. On receipt of an instruction the Company undertakes clarification and assessment checks. Should it be determined that the case is not viable due to financial statuses the Company will advise the Client of the particulars and the Client will be liable for an administrative fee, current costs as detailed on our website.
- X. By completing and signing an instruction to undertake any other services, or by verbally instructing the Company, a Client agrees to pay the Fees as stipulated on our website or subsequently agreed, in the specified time frame.

### **The Company's Responsibilities**

- a. When the Company receives a completed and signed instruction it will acknowledge receipt and issue to the Client a unique reference number as generated by our bespoke system.
- b. When submitting to the County Court the application for transfer and enforcement, the Company cannot bear responsibility for or be liable for costs incurred by lost or damaged documents. Furthermore, it is for the County Court to seal and return the Writ of Control that authorises the enforcement and the Company has no control over how long a Court will take to do this. If, however, the Writ is not received by the Company within 21 days from the date of sending its own acknowledgement to the Client, the Company will contact the Court for a progress report and notify the Client of the reason given.

- c. When a Writ of Control is received, the Company will enforce it in accordance with the High Court Enforcement Officers Regulations 2004 (as amended) using its employees, agents and officers local to or assigned to the area where enforcement action is required.
- d. The Company will make up to three visits to the enforcement address. If the Judgment Debtor has vacated the property or if the Company is unable to gain peaceable access an abortive fee, current costs as detailed on our website, will be payable.
- e. If a Client directs the Company to visit other premises than those identified on the Writ, the Client will be liable to an abortive fee, current costs as detailed on our website, will be payable, for each address visited, if enforcement is unsuccessful there to a maximum of three addresses in total.
- f. The Company usually accepts payment in cleared funds only: that is, Cash, Debit or Credit Card, Bankers Draft and Electronic Bank Transfer. Cheques are accepted as a last resort only, if no other method of payment is available. Cheques are not deemed as payment until such times as they have cleared the banking system.
- g. If a Debtor is unable to pay in full and has goods available for seizure that are of insufficient value to clear the debt and associated costs, the Company will seek part-payment and secure the balance of the debt by seizing goods and impounding them by way of a Controlled Goods Agreement. The Company will then try to agree an instalment arrangement with the Debtor with a view to clearing the total amount due in reasonable time; the Company will detail the arrangement in a report to the Client.
- h. The Company will take its fees and costs on a 50/50 basis, after third party enforcement costs, with the Client until the fees, costs and charges are paid in full. Should funds be received following Sale at auction these will be distributed between the Client and the Company on a pro-rata basis as outlined by the regulations.
- i. If an instalment agreement is broken, the Company will send an employee, officer or agent to the Judgment Debtor's premises to remove goods previously seized and impounded. The additional fees, costs and charges incurred by this action will be added to the total amount owed by the Debtor.
- j. The Company will comply with The Insolvency Act 1986 (notably but not exclusively Sections 184 & 346) and with The Insolvency Proceedings (Monetary Limits) Order 1986. It will therefore hold any monies collected or received from the sale of goods for a minimum period of 14 days before payment is made to the Client. Payment will usually be made on the 01<sup>st</sup> & 15<sup>th</sup> day of the month, unless that is a Saturday, Sunday or Bank Holiday, in which case payment will be made the first working day following. Please note that monies held by the Company for this period belong to neither the Judgment Debtor nor the Client.
- k. All payments are made in British Pound Sterling. If the Client requires a payment to be made to a bank outside the United Kingdom, or alternative currency the Company will liaise with the Client in relation to how they require that payment and on signing the Instruction Form the Client acknowledges and agrees that there will be cost implications for the payment and that these costs will be deducted from the amount due to the Client.
- l. The Company has sole discretion to renew any order or writ as it sees fit without prior notice to the Creditor.
- m. The Company reserves the right to charge additional fees if further work of an exceptional or unexpected nature is required. In such circumstances and where possible we will give you prior notice; and where appropriate seek your agreement.
- n. The Company reserves the right to change its fees from time to time without notice. Any change in the fees will not apply to any instructions that have already been accepted, unless the change is a direct consequence of a change in VAT or in Court fees that have already taken effect.
- o. Where fees due to the Company by a Client are outstanding, the Company reserves the right to delay the transfer application or enforcement action until such time as all outstanding monies due are paid in full. The Company may also "off-set" outstanding liabilities of a Client against monies collected.

#### **Instructions from a Limited Company or a Limited Liability Partnership - Personal Guarantee**

If you instruct us as a director of a limited or public company or a member of a Limited Liability Partnership [LLP] you hereby accept that you will be held personally responsible for the payment of our costs and expenses in the event that your company is, for whatever reason, unable to pay. Directors and Members are deemed to act with full authority of all other current directors or members, and any future directors or members are deemed to have constructive notice of their obligations in this respect. By providing continuous instructions [verbally or in writing] to the firm would be considered as an acceptance of a personal guarantee by a director of a Company or a member of a LLP. If a director of a company or a member of a LLP wishes to be discharged from his/her personal guarantee then please let us know in writing within 3 days from the date of receipt of these terms of business. Any late notification [after expiry of 3 days of receipt of our terms of business] will not be considered as a release of your personal guarantee.

### **Applicable Law**

The contract shall be governed by, and construed in accordance with, English law. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our contract and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

### **Clients Duty of Confidentiality**

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

### **Disclosure of Information**

The Company is professionally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to National Crime Agency (NCA), HMRC or Insolvency Services whereby they have knowledge or suspect money laundering or terrorist financing or tax evasion. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### **Reimbursement from the Clients**

The Company will seek reimbursement from the Clients, inclusive of Solicitors Clients, its full costs and disbursements inclusive of legal costs, if any disputes, court proceedings or injunctive relief or Applications lodged by a Third Party or by a Judgment Debtor.

### **Contract (Rights of Third Parties) Act 1999**

A person who is not party to this agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.