



## **Terms and Conditions of High Court Enforcement**

### **Introduction**

1. These terms and conditions are the basis on which Wolf Enforcement Services Ltd t/a DJ Collections & Bailiffs (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 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 adviser), 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. We may revise these terms and conditions at any time by amending this document. You are expected to check this page from time to time to take notice of any changes we made, as they are 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 Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### **The Client's Responsibilities**

7. By completing and signing the instruction to enforce a Writ of Fieri Facias, 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.
8. It is for the Client to ensure the details completed in the instruction are true and correct. The Company accepts no responsibility for costs or damages resulting from incorrect, untrue or otherwise flawed information given in an instruction.
9. 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 set as a minimum of £75.00\* plus VAT for each address visited (Tribunals Courts & Enforcements Act 2007 Taking Control of Goods Rees Regulations 2014) (The Company will always charge the £75.00 + Vat minimum, unless exceptional circumstances or additional disbursements, such as for locksmiths and removal vehicles, have been authorised by the Client.)
10. If a Client has direct contact with the judgment debtor or the debtor's representative (for example, a debt adviser), 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 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.

11. When a Client instructs the Company to remove goods and a locksmith, tow truck, removal lorry or any specialist equipment or service is required by the Company for the removal of goods, the Company will require a signed indemnity from the Client before the removal before the removal can be scheduled. 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 have to pay them within 30 days of receiving the Company's invoice.

12. The Client will be liable for the Company's fees, costs and charges in relation to work done 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).

13. 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 post or by email. The Client may be liable to regulatory abortive fees or fees for work done prior to receiving the cancellation.

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

14. When the Company receives a completed and signed instruction it will acknowledge receipt and issue to the Client a unique reference number.

15. 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 Fieri Facias 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.

16. When a Writ of Fieri Facias 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.

17. 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 of £75.00\* plus VAT will be charged to the Client.

18. 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 of £75.00\* plus VAT for each address visited if enforcement is unsuccessful there.

19. 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.

20. 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 walking possession 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.



21. The Company will take its fees, costs and charges in full from the first payment where at least double the amount to be taken is collected. If the amount of the first instalment is less than double, the Company will allocate the instalment and subsequent instalments on a 50/50 basis with the Client until the fees, costs and charges are paid in full.

22. 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.

23. 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 period of 14 days before payment is made to the Client. Payment will usually be made on the 15th day, 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.

24. The Company reserves the right to charge an additional fee if work of an exceptional or unexpected nature is required. When this happens, the Company will give the Client written details before charging the intended amount. The Client will therefore have an opportunity to instruct the Company not to proceed as intended and so avoid incurring the additional fee.

25. 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 accepted, unless the change is a direct consequence of a change in VAT or in court fees that have already taken effect.

26. 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.

Note \* As instructed by The Taking Control of Goods (Fees) Regulations

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