



Service Level Agreement

Between

Wolf Enforcement Services

And

**Generic Client Agreement
(Via Website)**



Overview

This Service Level Agreement formalises your business relationship with Wolf Enforcement Services. It defines what services we have agreed to provide to you and what levels of service you can expect to receive from us.

Wolf Enforcement Services, provides effective and efficient High Court and civil enforcement services, with some debt recovery (if part of an agreed process). We will load cases onto our case management system and send any required documentation on the same day we receive the instruction (if received before 3pm).

If required, our Enforcement Agents will attend the debtor's premises, anywhere in England & Wales, within 36 hours of the prescribed period, as directed by legislation and regulations applicable to the type of work received.

Wolf Enforcement Services will ensure the confidentiality, integrity and availability of information received from clients, as well as that obtained during the agreed process. We will operate a robust, professional and ethical business model, in order to protect the reputation of our clients and ourselves.

Transfer Up

Wolf Enforcement Services offers a free transfer up service to our clients, providing the resulting writ is directed to Wolf Enforcement Services authorised High Court Enforcement Officer(s).

There is a court fee (currently £60) which is payable at the time of the transfer up. Payment can be made using the on line payment facility or by cheque made payable to HMCTS. Should you enter into an arrangement with us for the repeated supply of the service, we will invoice the transfer up court fees on a monthly basis unless volumes dictate otherwise.

Processing Instructions

We will load all new instructions on the same day that they are received (if received before 3pm) and send out any appropriate correspondence as well, subject to influences outside of our control.

Field Visits

Should there be no response to correspondence sent, one of our Enforcement Agents will attend the debtors address. Where needed they will take control of goods and, demand payment for the sum to be recovered. Should our Enforcement Agent be unable to make contact on the first visit, they will return at different time periods and possibly different confirmed addresses up to a maximum of three visits. Additional visits may be authorised where required.

Undertaking Instructions

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 Agents 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. (The Company will always charge the £75 minimum, unless exceptional circumstances or additional disbursements, such as



for locksmiths and removal vehicles, have been authorised by the Client.)

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.

Payments

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

Reporting and Case Management

Wolf Enforcement Services will provide you with dedicated real time information for all of your cases and enables you to make informed decisions on next steps.

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).

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.

Cases on Hold

If you request it, we are able to hold a case. We will cease further action upon receipt of your instruction and set the case for review at an agreed date or time period. You will receive an automated acknowledgement that we have put the case on hold and ceased further action.

You are able to view the cases you have on hold through your dedicated access to our case management system. If you wish, we can also send you periodic reports detailing cases on hold, waiting instructions from you.

Accounting for Money

We will notify you of any cleared funds received and remit the same in accordance with applicable legislation, regulations and agreements that are in place at the time. Where money is collected in relation to a High Court writ, it must be retained for 14 days before it can be paid to a creditor. The 14 day retention of the money recovered is stipulated in the Insolvency Act 1986. If a winding up order is issued against a limited company or a bankruptcy petition against an individual or partnership during this 14 day period, then the money recovered is



has to be returned to the Liquidator or Official Receiver. They will then add this to any other money and pay it to all creditors, not just the judgment creditor.

Payment priority for cases covered by the Tribunals, Courts and Enforcement (TCE) Act 2007 (and supporting Regulations) will be paid in accordance with the Act. Equally where full payment is not recovered, pro rata payments will be allocated in accordance with the same.

For non TCE cases, we will either retain the recoverable Letter Before Action (LBA) fee or invoice you as agreed, this covers the administration costs. We would then pay over the balance on a pro rata basis until the full amount outstanding is settled.

Cleared funds available will be paid to you at the frequency agreed, by cheque or BAC's payment. Payments will be accompanied by an itemised schedule of payments against each case and the schedule total will be the same as the value of the cheque or bank transfer.

Our standard payment terms are 30 days from date of invoice (unless otherwise stated).

Fees

Below is a schedule of fees recoverable under regulation 4 of the Taking Control of Goods (Fees) Regulations 2014.

Table 2
Enforcement under a High Court Writ

<i>Fee Stage</i>	<i>Fixed Fee</i>	<i>Percentage fee (regulation 7): percentage of sum to be recovered exceeding £1000</i>
Compliance stage	£75.00	0%
First enforcement stage	£190.00	7.5%
Second enforcement stage	£495.00	0%
Sale or disposal stage	£525.00	7.5%

On abortive cases we would seek to recover the compliance fee inclusive of VAT from the instructing client (previously known as the abortive fee).

Repossessions

- Transfer up with no permission from the County Court: 10 Working Days 80% cases completed within 7 working Days.
- Transfer Up With Permission from County Court 7 Working days (5 working days in 90% cases)



Repossession Fees

County Court

Permission to Transfer to High Court	£50.00
Permission to Transfer Upto HCEO	£60.00
Fast Track/Agent Present at Court	£100.00

Repossession Charges

1st Hour	
First Enforcement Agent	£380.00
Additional Enforcement Agent	£90.00
Additional Hours	£90.00 Per Agent/Per Hour

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.

Enquiries

We are confident that the information you need will be available to you through the real time access to your cases on our case management system. However, should you be unable to find the information or need further clarification then we encourage you to use the contact details provided with this service level agreement.

Our preferred methods of communication with you are via the case management system or email, as this is quicker, more accountable and is a greener method of communication. We can also send and receive correspondence by Royal Mail post, Document Exchange (DX) or courier if justified.

Complaints

If for some reason you are not satisfied with our service and have a complaint, then please use the formal complaints procedure to make a claim.

Where possible we would like you to resolve the issue with the person who has caused it, however, in some circumstances this may not be possible. If this is the case then please contact our Compliance Director, Debbie Shaw on 01782 792211, or email info@wolfenforcement.co.uk. Please make sure that he is aware of the nature of your call and he will carry out an objective review of the issue and try to resolve the matter.

Where the issue is not straightforward you will be asked to put your complaint in writing. To help us investigate your claim we need you to provide as much information as possible, such as:

- Case reference, name, address etc
- What has happened and where, background information about the issue
- When it happened



- What you are not happy about
- What you would like us to do
- Any other relative information

Once received the individual responsible for the area concerned will be asked to comment on the complaint and a root cause analysis carried out. You can expect to receive a formal response to your complaint within 10 working days of receipt, however in reality this will be sooner. If we are unable to deal with the matter we will notify you as soon as it becomes likely with the reasons why.

If the complaint is serious we may have to notify our Professional Indemnity insurers. You will be made aware of this as soon as it is decided.

Our Authorised High Court Enforcement Officer is a member of the High Court Enforcement Officers Association (HCEOA) and other directors are members of the Civil Enforcement Association (CIVEA). We are committed to follow the Taking Control of Goods: National Standards, published by the Ministry of Justice in April 2014 and a variety of other related codes of practice and guidelines such as the Office of Fair Trading (OFT) Debt Collection Guidance, Credit Services Association (CSA) Code of Practice and Treating Customers Fairly (TCF) FSA Policy.



Joint Commitment

Duration

This agreement is for an initial period of six months from the date of signing. To be continued thereafter until written notice of one month is given by either party.

Disputes

We jointly commit to settle any dispute we may have arising out of the agreement by negotiation or mediation, with the jurisdiction of the English Court being the appropriate remedy, if necessary. We commit to this agreement being governed by English Law.

Reviews

We jointly agree to review this service level agreement six monthly (or more frequent if appropriate), with particular focus on the type of services being provided and the level of service being maintained under this agreement.

Your Commitment

You commit to having Wolf Enforcement Services Limited as a preferred supplier for the purpose of the services entered into. We accept that we may not be your only preferred supplier and that you reserve the right to change the amount of work you give to each preferred supplier dependent on your business need.

Credits or Payments

You agree to notify us of any direct credit or payment made by debtors or their representatives, to you or your associates, as soon as is reasonably possible after payment being received.

You agree to pay invoices for fees within the agreed timescales, unless you are formally in dispute with us regarding the same.

Insolvency Proceedings

If you or your associates receive notification of insolvency proceedings being taken against the Claimants or Defendants, you agree to notify us as soon as is reasonably practicable.

Communicating With Us

You agree to respond to communications from us in the same timeframes as we have set for ourselves, wherever practicable.

If you receive a complaint about us from any source, you agree to notify us in a timely manner (without accepting or allocating blame) and allow us to investigate the issue.

Data Protection and Data Sharing

By signing this service level agreement, you authorise us to process the data you provide to us in the course of recovery activities, providing that we process the same in line with the data protection principles within the Data Protection Act 1998.



Service Level Agreement between:

Company Name:
Company Representative
Address

Postcode

I, the above named authorised representative for _____, agree to enter into this service level agreement with Wolf Enforcement Services. I have read this document and agree to the terms therein and on that basis I sign as confirmation below.

Signature

Date

and

For completion by **Wolf Enforcement Services**

I Daren Shaw Authorised Representative of **Wolf Enforcement Services**

I, the above named Authorized representative for Wolf Enforcement Services, agree to enter into this service level agreement with _____
I have also read this document and agree to the terms therein. On that basis I sign as confirmation below.

Signature

Date

Wolf Enforcement Services

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