

Instruction For: - COMMERCIAL FORFEITURE of LEASE

Please return form to: High Court Solutions, CWG House, Market Rasen, Lincolnshire LN8 3HA
OR Email to admin@highcourtsolutions.co.uk

***Please make payment of OUR INVOICE directly into the account:-
 High Court Solutions, Sort Code: 40-30-26: Account No: 51493183 Ref: Invoice No.***

I/We hereby instruct HIGH COURT SOLUTIONS and/or their authorised Agent to effect peaceable re-entry and thereby secure forfeiture of the Lease between:-

Instruction for High Court Solutions to take action	Your Ref:	
Instruction from:		
Contact Name:		
Company Name:		
Address:		
Postcode:		
Email Address:		
Telephone:		
Landlord Details:		
Landlord Name:		
Address:		
Postcode:		
Email:		
Telephone		
Tenant Details:		
Tenant Name:		
Address:		
Postcode:		
Email:		
Telephone		
Relating to the following demised premises:		
Address:		
Postcode:		
Opening Hours:	From:	To:
Trading:	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Type of premises:	Warehouse		Office		Food Outlet	
	Retail		Other:			
Description: (i.e. door colour, neighbouring units, number of floors etc.)						
Common doors? Yes, <i>there are common doors</i> The above address Other (specify):						
Special Instructions: [For example Code for any Alarms]						
Please provide name for premises Window notice						
Please provide telephone no. for premises Window notice						
Is there any particular day you wish us to effect forfeiture?						
Please provide details of the attending locksmith						
WHO SHOULD THE NEW KEYS BE GIVEN TO?						
A copy of the Lease detailing the Forfeiture Clause MUST be supplied						
Authorisation and Signature:						
I/We instruct and authorise High Court Solutions and/or their instructed agent to change the locks, and display any necessary notices of termination as required.						
I/We authorise High Court Solutions to effect peaceable re-entry and thereby secure forfeiture of the Lease						
By signing this authorisation I/we hereby agree to be bound by the terms and conditions as published on High Court Solutions website. Furthermore in signing this authority I/we hereby indemnify High Court Solutions and/or their agent against any/all actions at Law, as well as all costs, charges or expenses which I/We may incur or be liable to pay by reason of High Court Solutions executing this authority; and hereby undertake not to hold High Court Solutions, their employees or appointed Agents accountable for any goods forcibly or clandestinely removed following the premises being made secure.						
Print Name:			Signed:			
Date:			(Day/Month/Full Year)			
Attachments:	Copy of Lease showing Forfeiture Clause		<input type="checkbox"/> Yes			
Other:						
Our GDPR Privacy Policy can be found on our website www.highcourtsolutions.co.uk Please Tick Here To <u>Opt In</u> To Our Newsletters And General Information <input type="checkbox"/>						

CWG House,
 Gallamore Lane,
 Market Rasen,
 Lincs. LN8 3HA
 Tel: 0300 303 3220

Introduction

1. H C Solutions Limited trades as High Court Solutions (“HCS”). HCS provides a variety of services to their Clients (“the Client”) including but not limited to enforcement, tracing, repossession, and eviction. We are registered in England and Wales, Co. No. 06815365 and our Registered Office is situated at 66 St. Peters Avenue, Cleethorpes, North East Lincolnshire, DN35 8HP.

Instructing us

2. By completing an Instruction Form or instructing HCS by any other means you, the private individual, firm, authorised company representative or legal professional instructing us become the Client and authorise HCS to provide the services to you as set out in the Instruction Form.
3. By becoming the Client you agree to be bound by these Terms and Conditions.
4. By completing and signing the instruction to enforce a High Court Writ, 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 will be undertaken by the Company through its Certificated Enforcement Agents, Officers and Employees.
5. HCS reserves the right to decline any instructions without stating a reason, either at the time the instructions are received, or at any later time in response to a request to apply an enforcement tactic that HCS deems illegal, unethical, or unreasonable. In these circumstances any monies paid to HCS in respect of these instructions will be refunded. Please note this does not include any fees which were made payable to Her Majesty’s Courts & Tribunals Service.
6. 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.
7. 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.
8. The Company cannot be held liable for the loss or damage of documents once issued to the Court for sealing. It is for the Court to seal and return a sealed Writ of Execution to us which enables enforcement action to commence. The Company has no control over how long the Court will take to do this; however the Company will liaise with the Court if the sealed documents are not received after 21 days.

Cancellation of Instructions

9. The cancellation of an instruction to obtain and enforce a Writ of Control should be made in the first instance by contacting us on 0300 303 3220 or by email to admin@highcourtsolutions.co.uk If the Writ has already been obtained then a fee of £75.00 plus VAT will be chargeable.

10. The cancellation of an instruction to obtain and enforce a Writ of Possession or to undertake common law eviction or forfeiture of lease should be made in the first instance by contacting us on 0300 303 3220 or by email to repo@highcourtsolutions.co.uk If the Writ has already been obtained then an administrative fee of £75.00 plus VAT will be chargeable. If the repossession, eviction, or forfeiture date and time has already been agreed upon and you notify us of a cancellation for any reason then the Client will be liable for half of our agreed fee plus any third party costs incurred.

Fees and charges

11. Where fees due to HCS by a Client are seriously overdue for payment, HCS reserves the right to off-set any liability of a Client against monies collected. HCS will inform the Client in advance of such action.
12. HCS reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
13. By instructing HCS to obtain a Writ of Control the Client is accepting an administrative charge of £51.75 which is included in the execution costs paid by the Judgment Debtor upon successful enforcement. Settlement of this will be deducted from monies due to the Client.
14. By instructing HCS the Client agrees to pay all regulatory charges as directed by the Ministry of Justice and the High Court Enforcement Officers Regulations 2004, Regulation 13(3A) as amended by the Tribunals, Courts and Enforcement Act 2007 in relation to abortive fees for addresses visited if enforcement is unsuccessful. The charge is currently set at £75.00 plus VAT for each and every address we are instructed to visit.
15. In the first instance, HCS will charge the Judgment Debtor enforcement fees as stipulated in the Taking Control of Goods [Fees] Regulations 2014 and the High Court Enforcement Offices Regulations 2004. See Schedule of Fees recoverable under regulation 4, below.*
16. If the Client has direct contact with the Debtor or their representative the Client **must** redirect the person to HCS and notify HCS immediately. This is to maintain clear lines of communication and to avoid confusion. Furthermore, if the Client receives payment (in part or in full) directly from the Debtor (or on their behalf) the Client **must** notify HCS immediately and will be required to forward the payment to HCS, unless expressly agreed otherwise by HCS. Failure to comply with this clause may render the Client liable for HCS’ full regulatory fees, costs, and charges which would have been recoverable from the Judgment Debtor. As stipulated in the Taking Control of Goods [Fees] Regulations 2014 and the High Court Enforcement Officers Regulations 2004. See Schedule of Fees recoverable

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under regulation 4, below.*

17. VAT is currently chargeable on our regulatory fees, and is recoverable from the Judgment Debtor as part of the execution process. Our VAT Number is:- 154 0322 50
18. When the Client instructs HCS to remove goods, contract a Locksmith, remove vehicles, or use 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 third party costs if the sale of seized goods and/or payment by the Judgment Debtor does not fully cover them.
19. If a Judgment is set aside by the Court, or a Consent Order is agreed between the Claimant and Defendant, or if the Client negotiates a settlement with the Debtor or their representative or any other person seeking to settle the debt on behalf of the Debtor (with or without their knowledge or consent) the Client will be liable for any HCS fees, costs, and charges which would have been recoverable from the Judgment Debtor as stipulated in the Taking Control of Goods [Fees] Regulations 2014 and the High Court Enforcement Offices Regulations 2004. See Schedule of Fees recoverable under regulation 4, below.*
20. If instructing HCS to undertake the repossession of property/land or forfeiture of Lease, the invoice becomes payable before any action can be taken.
21. HCS accepts payment in cleared funds only, that is: cash, debit, credit card, banker's draft, and bank transfer. Cheques are accepted as a last resort only when no other payment method is available.
22. The Company reserves the right to change its fees from time to time without prior notice. Any change in the fees will not apply to any instruction already accepted, unless the change is a direct consequence of a change in VAT or Court fees.

Writs of Control and Receipts from a Judgment Debtor

24. HCS will obtain the sealed Writ of Control from the appropriate Court in the name of an Authorised High Court Enforcement Officer. The £66.00 Court fee is payable to HMCTS
25. When a Writ of Control is received, HCS will enforce it in accordance with the Client's written Instruction Form, using Certificated Enforcement Agents assigned to the area in which enforcement action is required.
26. Enforcement Agents will make up to three visits to the enforcement address. If the Judgment Debtor has vacated the property or if they are unable to gain peaceful entry, the Client will be liable to pay the compliance fee of £75.00 plus VAT. This fee is generated by the Compliance Stage, as directed by the High Court Enforcement Officers Regulations 2004, Regulation 13(3A) as amended by the Tribunals, Courts and Enforcement Act 2007.
27. If it becomes necessary to attend an additional address of a Judgment Debtor, again the Enforcement Agents will make up to three visits to this address. If the Judgment Debtor has vacated the property or if they are unable to gain peaceful entry, the Client will be liable to pay the compliance fee of £75.00 plus VAT. This fee is generated by the Compliance Stage, which applies to every address instructed, as directed

by the High Court Enforcement Officers Regulations 2004, Regulation 13(3A) as amended by the Tribunals, Courts and Enforcement Act 2007.

28. If a Judgment Debtor is unable to pay in full HCS will seek part payment and secure the balance by taking control of goods under a Controlled Goods Agreement, in accordance with the Taking Control of Goods Act 2013. HCS will try to agree an instalment arrangement with the Debtor with a view to clearing the total amount due in a reasonable time.
29. Before payment is made to the Client, HCS will hold any monies collected from the Judgment Debtor, or received from the sale of goods, in a "suspense account" for a minimum period of 14 days. This is in compliance with The Insolvency Act 1986 - Sections 184 & 346. During this time the monies neither belong to the Debtor or the Client.
30. Payment to the Client will be made on the 1st and/or 15th of the month, unless that day falls on a weekend or bank holiday, in which case payment will be made the first working day following.
31. HCS will take its fees and costs on a 50%/50% basis after third party enforcement costs, until the regulatory enforcement fees and costs have been paid in full.
32. If a Debtor makes payment by instalments, monies are not paid out until the Debtor has made a minimum payment of £200.00, unless this is a final instalment.

Writs of Possession; Common Law Evictions; Forfeiture of Lease and Commercial Rent Arrears Recovery - CRAR

33. When a Writ of Possession [or Restitution] is received, HCS will enforce it in accordance with the High Court Enforcement Officers Regulations 2004 (as amended) using its officers and agents.
34. HCS will ensure sufficient resources are available to them for the planned repossession of premises or land, but cannot be held responsible for matters outside its control. We will liaise with the Police and undertake a risk assessment as necessary based on the information provided by the instructing Client.
35. Locksmiths fees are payable by the instructing Client.
36. The invoice becomes immediately payable prior to undertaking a repossession / eviction or Forfeiture of Lease.
37. A Compliance fee of £75.00 plus VAT is payable prior to undertaking an instruction for Commercial Rent Arrears Recovery [CRAR]. This fee is generated by the Compliance Stage, as directed by the High Court Enforcement Officers Regulations 2004, Regulation 13(3A) as amended by the Tribunals, Courts and Enforcement Act 2007.

Your responsibilities

38. The Client confirms that no other enforcement action is being carried out that will prevent or hinder HCS from carrying out their enforcement duties under a High Court Writ. The Client will immediately inform HCS if they become aware of a Stay of Execution and, in order to maintain clear lines of communication, will inform HCS if there is any Court application made by the Defendant, for example to Set Judgment Aside or Appeal the Judgment/Order.

39. It is the responsibility of the Creditor to inform the Company of any known vulnerability a Judgment Debtor/Tenant may have.

Tracing

40. All information gathered or supplied is confidential, and is handled in accordance with current General Data Protection Regulations 2018 and the Data Protection Act 1998
41. Address traces can take up to 28 days before a result is obtained.
42. A successful trace is defined as locating the subject at a new address, or confirmed living at the address provided by the instructing Client.
43. All address traces are undertaken on a no trace, no fee basis. However if successful a fee of £58.00 + VAT will be payable. All fees are payable by invoice prior to the release of the successful trace report.
44. In order to maximise a successful outcome, HCS reserves the right to employ the services of a third party tracing agent.

Liability exclusions and Insurance

45. The Company will not be held liable for any loss that may arise from any indirect, incidental or consequential damages or loss however arising including without limitation breach of contract, wilful act, negligence or default.
46. The Company holds public liability insurance and professional indemnity insurance and employee liability insurance.

Complaints

47. The Company always endeavours to provide a high level of service, however if you wish to make a complaint you should do so in writing to admin@highcourtsolutions.co.uk

Data Protection & GDPR

48. The Company is professionally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the National Crime Agency [NCA], HMRC or the Insolvency Services.
49. The Company will comply with current legislation relating to personal data received or obtained in the course of providing a service to its Clients.
50. The information we store and process is necessary and relevant to the instruction received from a Client. Our use of that information is subject to the Data Protection Act 1998 and the General Data Protection regulations 2018. You have a right to access the personal data we may hold about you, the individual.
51. Our advice and other communications with you about a Judgment Debtor should be treated as confidential and should not be disclosed to another third party without good reason.

Force Majeure

52. HCS shall not be liable for any failure of, or delay in, the performance of their duties under any contract for the period that such failure or delay is beyond their reasonable control and materially affects the performance of any of its obligations under the

agreement, and could not reasonably have been foreseen or provided for, or against, but will be excused for failure or delay resulting from any general economic, or medical, conditions or other general market effects that frustrate any contract.

General

These Terms and Conditions apply to the provision of services by HCS and no variation, alteration, substitution, or modification of these Terms shall be binding on either party except by prior agreement in writing.

HCS may revise its Terms and Conditions at any time by amending this document without prior notification. All Clients are requested to check our Terms and Conditions page on our website at www.highcourtsolutions.co.uk from time to time to take notice of any changes. These Terms and Conditions supersede all previous versions.

Governing Law

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

Schedule of Fees Recoverable *

Under Regulation 4 of the Taking Control of Good [Fees] Regulations 2014 the following fees may be payable by a Defendant in the first instance. All fees currently attract VAT

Enforcement Fees – Commercial Rent Arrears

Recovery [CRAR]

Compliance Stage:- £75.00

Enforcement Stage:- £235.00 + 7.5% of the debt exceeding £1500.00

Sale/Disposal Stage:- £110.00 + 7.5% of the debt exceeding £1500.00

Enforcement Fees – Under a High Court Writ

Compliance Stage £ 75.00

1st Stage Enforcement:- £190.00 + 7.5% of the debt exceeding £1000.00

2nd Stage Enforcement:- £495.00

Sale/Disposal Stage:- £525.00 + 7.5% of the debt exceeding £1000.00