



london warrant enforcement

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COMMERCIAL RENT ARREARS RECOVERY INSTRUCTION

2013 No. 1894 ENFORCEMENT, ENGLAND AND WALES TAKING CONTROL OF GOODS COMMERCIAL RENT ARREARS RECOVERY The Taking Control of Good Regulations 2013

Authorisation by landlord to another to exercise CRAR on landlord's behalf
51. Where a landlord gives authorisation under section 73(8) of the Act to a person to exercise CRAR on the landlord's behalf.

Date of Authorisation **Landlords Name**

Contact Details of Landlord
(if Ltd Co. then authorised person within that Ltd Co. to be named)

Contact Details of Agent Authorised to Act by the Landlord
(if Ltd Co. then authorised Person within that Ltd Co. to be named)

Details of Demised Premises
(sufficient detail to enable the authorised person to identify the commercial premises in respect of which CRAR may now be exercised on the landlord's behalf)

Valuation Office BA Ref No. (<http://www.2010.voa.gov.uk/rli/en/basic/find>)

Rent Owed in GBP
(The minimum amount of net unpaid rent for the purposes of section 77(3) of the Act is an amount equal to 7 days' rent)

 The period in relation to which the rent is owed

Sub-Tenant Details
(A notice served on any sub-tenant under section 81(2) of the Act takes effect 14 clear days after the notice is served on that sub-tenant.)

Bank Details for Remittances

Bank	<input type="text"/>	Sort Code	<input type="text"/>
Account No.	<input type="text"/>	Account Name	<input type="text"/>

Declaration to be read in connection with LWE's terms and conditions on page 2, also available in larger font at www.lw-e.com/termsandconditions.

To exercise CRAR (Commercial Rent Arrears Recovery) pursuant to Section 73(8) of the Tribunals, Courts and Enforcement Act 2007 and the Taking Control of Goods Regulations 2013, for the recovery of the rent and enforcement costs as the Law directs.

This shall be your sufficient authority and indemnification against all actions at Law, as well as against all costs, charges or expenses which you may incur or be liable to pay by reason of your executing this enforcement.

We hereby undertake not to hold you accountable for any goods forcibly or clandestinely removed.

Should any cheque or credit card payment collected by you, be recalled by the bank or credit card company after you have paid funds over to us, and for reasons beyond your control, we shall repay those funds to you immediately and deem that rent to be still unpaid.

I have provided a copy of the Rent Demand Statement and a signed current lease.

Signature Full Name

Acting on Behalf of Position

Landlord Signature Print

Authorised Signatory on Behalf of (If Ltd Co.)

TERMS & CONDITIONS ©

Can also be found at www.lw-e.com/termsandconditions in larger font.

1. Introduction

The Company means LWE or London Warrant Enforcement Ltd, its Directors, Associates, Shareholders and Employees. The services means any service provided by the Company. The Client is who we are providing the service to whether it be an individual, partnership, public or limited liability partnership or any other legal entity. The claimant is who the judgement is in favour of whether it be an individual, partnership, public or limited liability partnership or any other legal entity. The Defendant is who the judgement is made against whether it be an individual, partnership, public or limited liability partnership or any other legal entity. Frank G Whitworth, High Court Enforcement Officer is an Associate to London Warrant Enforcement Ltd in relation to High Court Enforcement business. These terms and conditions set out the basis on which we shall conduct all matters undertaken for the Client and shall be read in accordance with any covering letter. Any differences arising in respect of individual matters shall be notified to you in writing. The client agrees to be bound by these terms and conditions on instruction.

2. Costs

2.1 The cost of our services shall be indicative of the type of work undertaken and it is normal procedure for us to provide a [quotation] in each instance. If there are any changes in your instructions or the matter circumstances at any time these shall be reflected, as we deem fit, in an amended quotation which shall be provided to you at the earliest opportunity. In the event that we are unable to provide a [quotation] we shall keep you informed of the work in progress on a periodic basis or upon your request.

2.2 Where it is necessary to instruct a third party on your behalf, including but not limited to external investigators, to assist with your matter we shall do so as your agent and you shall be responsible for payment of their fees.

3. Payment on Account

From time to time we may ask you to let us have monies generally on account for initial costs and disbursements and settlement of third parties fees. Any request for any such monies shall not be an estimate or cap on any fee or costs and unless payment was made for a specified purpose, may be used to meet our fees when invoiced to you.

4. Billing

We prefer to bill at the conclusion of a matter however we reserve the right to render interim invoices to you during the course of the matter.

If in the event you have any particular billing requirements please advise us prior to us commencing work.

5. Payment of Invoices

Our invoices are payable upon receipt and we reserve the right to charge interest at an equivalent rate of 12% per annum chargeable from time to time on late payments plus compensation at £200 per invoice in addition to the terms under the Late payment of Commercial debts Interest Act

6. Complaints

We hope that you will have no reason to complain about the services we provide to you. However in the event that you are not satisfied please direct your complaint to us in the first instance. All complaints made to us will be handled in an efficient manner and we will strive to solve them quickly.

7. Liability

The services we provide you, which shall include any information or advice given to you, is based solely on the information you have given to us and does not constitute advice to any third party to whom you may communicate it.

8. Rights of Third Parties

8.1 Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other person. Unless specifically agreed in writing by us in advance, you agree that you will not be acting for another person/company.

8.2 The terms on which we are acting on your matters (contained herein or otherwise) are intended to be enforceable solely by the instructing party and us.

8.3 We do not accept any liability for services or information provided by any third parties instructed by us on your behalf in respect of your matters.

9. Confidentiality

9.1 We shall endeavour to treat as confidential all information concerning your business affairs received as a result of your instructions and not to disclose the information to any third party save to those persons whom we deem necessary to inform unless such information is (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by any law.

9.2 We reserve the right to require you to enter into a separate confidentiality agreement should we deem it necessary.

9.3 We reserve the right to act on behalf of other individuals/companies who operate in your area or related area subject to our obligations of confidentiality referred to above.

10. Publicity

From time to time we may wish to issue publicity about our company and where there is no objection from our clients in respect of their specific matters we like to identify certain individuals/companies and their particular transactions including its nature and the parties involved. In the event that this is unacceptable to you please let us know, otherwise we shall proceed on the basis that we are free to provide details in relation to you, when appropriate.

11. Communication

We shall communicate with such of your officers, staff and other advisers as appears to us to be appropriate. If however you have any specific security requirements relating to the communication of information to you or your company (as the case may be) then please let us know.

12. Termination

We reserve the right to terminate the provision of our services to you by providing you with written notice. You may also terminate your instructions to us by providing us with written notification. Notwithstanding any termination by either of us you agree to pay any outstanding fees and costs incurred up to the date of termination or the fixed fee agreed. In most cases we will require a minimum of 24 hours-notice.

13. Documentation

If at the end of each matter you wish us to return or forward to you or others or deposit in safe custody any documentation which we have acquired from you or on your behalf in respect of such matter, please provide written instructions of the same. In the event that we receive no instructions we shall retain such documentation on our files for a period at our discretion.

14. Variation of Terms

We reserve the right to amend or supplement any terms herein contained generally or specific to any matter by providing notice in writing.

15. Governing Law

These terms of business are governed by and shall be construed in accordance with the laws of England & Wales and you agree to submit to the exclusive jurisdiction of the Courts of England & Wales.

16. Data Protection

For the avoidance of doubt the instructions are accepted on the basis that our services are conducted under the direction of the client and as such we are deemed the Data Processor and the client, and/or the principal is deemed Data Controller.

17. Peaceable Possession

When we agree to undertake a peaceable possession we undertake it in good faith and cannot be held responsible in any way for tenants breaking back into the property or having to abandon the possession for legal reasons like the tenant turning up or finding someone living or sleeping on the property in these cases our full fee and that of the locksmiths will be payable 18. CRAR, the following conditions must be met before distress can be executed. There must be an existing commercial tenancy agreement in writing or verbal. Not a license and Not residential. The rent must be seven days overdue or more. Once the warrant is issued, the landlord must not accept any cheques or promises of payment from the tenant (cash is legal tender and must be accepted subject to condition 4).

We try to offer a free service to landlords where the tenant pays our fees. However if the landlord accepts cheque, cash or any other type of payment, or withdraws the enforcement agent or goes into arrangement with the tenant, after an attendance to take control of goods is made or goods have actually been taken into our control has taken place, the landlord must pay the full enforcement fees.

The landlord must not have issued any proceedings regarding this debt. If the landlord agrees to instalments from the tenant the agent will be entitled to his fees first and if the agent is required to collect the said instalments over a period in excess of 60 days then a fee will be charged to the landlord of 5% of each instalment collected.

Taking control of goods can only be executed at the property for which the rent is in arrears, not the tenants home. Only goods which are not protected by law may be seized by the enforcement agent.

If the Landlord instructs the enforcement agent to remove goods the agent will be entitled to apply any funds raised against his fees first. We execute all instructions on the basis that you agree our terms of trade attached should you not wish us to proceed or if the details are wrong please fax back or e-mail a cancellation by return. If on arrival the tenant has gone away and left the property or has gone insolvent then the landlord will be charged the enforcement fee only.

19. Fees

Fees charged for High Court Enforcement Services are charged in accordance with The Taking Control of Goods (Fees) Regulations 2014, for High Court Enforcement services and such fees are usually paid by the Defendant in addition to the judgement amount. The fees and charges incurred may be deducted from proceeds of sale of any goods sold or from payments made to the Company by the Defendant in the course of the Company's instruction. The Company reserves the right to deduct some or all of the fees due prior to making any remittance to the Client. The Company may make a charge to the Client in relation to any abortive (negative) High Court Enforcement instruction, the amount of such a charge will be confirmed by the Company prior to proceeding with the Client's instruction.

20 Due Diligence

The Client must insure that any information provided to the Company is correct and up to date. The client shall indemnify and defend the Company against all legal claim and costs, loss or damage which is brought against the Company. The Client will indemnify the Company, its Directors against any additional costs, expenses or disbursements as a direct result of any specific or/and additional direction given by the Client in the course of the instruction. The Company will not be held responsible under any circumstances and shall bear no liability for loss, damage or delay for any matters outside the control of the Company.

21 Disclaimer

The Company will make every effort possible to ensure the accuracy of any information (in any form) supplied is to their best knowledge, information and belief. This includes any advice given on enforcement matters as no person at the Company is legally qualified to give any such legal advice. The advice is given in good faith based on experience. The Company accepts no responsibility whatsoever for any inaccuracies contained in any information (in any form) so passed to clients or prospective clients and shall not be held responsible for any damages or costs incurred by the client or prospective clients as a result of such inaccuracies. We therefore recommend that you seek professional legal advice with a qualified solicitor before making any decision or taking any actions.