



WRIT OF POSSESSION

INSTRUCTION FORM

*Required fields

To submit a transfer up request simply complete the following form, attach a copy of the judgment and a court fee of £66.00 or £166.00 (in the case of residential tenants) and post or email it to:

High Court Enforcement Group

141 Walter Road
Swansea SA1 5RW

DX: 52966 Swansea

E: commercialservices@hcegroup.co.uk

T: 01792 450031

INSTRUCTING PARTY

Are you an existing client?*

Yes No

Are you the solicitor/barrister, landlord or agent?*

Solicitor/barrister Landlord Agent

Is the instructing party VAT registered?*

Yes No

Title* First name*

Surname*

Company name

Company registration number (if applicable)

Address*

Town / city*

County*

Postcode* DX (if applicable)

Telephone*

Email address*

Your reference (if applicable)

CLAIMANT DETAILS CONT

Surname*

Company / Trading name

Address*

Town / city*

County*

Postcode*

Telephone*

OCCUPIER'S / DEFENDANT DETAILS

Title First name

Surname

Solicitor's company name

Address*

Town / city*

County*

Postcode*

Telephone

Email address

CLAIMANT DETAILS

Is the claimant VAT registered?* Yes No

Title* First name*



JUDGMENT DETAILS

Court of issue* **Court ref no***

Judgment date* **Judgment amount** (if applicable)

Additional costs **Interest rate (%)** (default 8%)

Post judgment credit* (any payment received since judgment)

Additional information

PROPERTY DETAILS

What type of property is occupied?

Shop **Commercial unit** **Compound**

Residential property **Other**

Please indicate the type of occupiers?

Travellers **Squatters** **Protesters**

Tenants **Owner occupier** **Unknown**

How many occupants are present?

Adults **Children** **Unknown**

Number of vehicles present?

Vehicles **Caravans** **Unknown**

Date of occupation

/ / (day/month/year)

Are you aware of any previous eviction attempts?

Yes **No**

If you have answered yes, please provide details

PROPERTY DETAILS CONT

Have you any photographs / Land Registry map or local authority site plans of the property?

Yes **No**

If yes, please email the pictures to our office quoting the address to **commercialservices@hcegroup.co.uk**

Is the property alarmed?

Yes **No** **Unknown**

If yes, do you have a code?

Would you like HCE Group to arrange the locksmith/security to secure the land/premises?

Yes, I wish for HCE Group to arrange a locksmith

No, I will arrange my own locksmith

Yes, I wish for HCE Group to arrange security

No, I will arrange my own security

If a building, do you wish the property to be shuttered?

Yes, I wish for HCE Group to arrange shuttering

Yes, I will arrange my own shuttering

No, I do not require shuttering

Is there a communal access door?

Yes **No**

If yes, do you have access?

Yes **No**

Are there any animals or hazardous materials at the address that we need to be made aware of?

Animals **Hazardous materials** **Unknown**

If you have answered yes, please provide details

PROPERTY DETAILS CONT.

Have there been any threats of violence made to any party?

Yes No

If you have answered yes, please provide details

Who will be attending the eviction to sign over vacant possession and accept the new keys?

It is crucial that, once the possession has been concluded, we sign off the instruction

Contact telephone

If an agent or estate agent is being used, please provide their details below.

Name

Company

Telephone no.

Mobile no.

RESIDENTIAL PROPERTIES ONLY

Please also send us the following

Copy of possession order with permission to transfer to the High court

A N244 application and a completed PF88 (possession only)
or
PF89 (possession and money) form and certificate of service (N215)

PAYMENT

You will need to pay the £66 court fee for the writ.

Please indicate how you would like to pay:

£66 by invoice. NB: this must be paid before the enforcement can commence. (Please provide invoice contact details below*) **unless you have an agreed invoice arrangement with us**

A PBA number with covering letter authorising HCE Group to act on your behalf, sent to the address below

£66 by bank transfer to HCE Group, Lloyds Bank, sort code: 30-93-53, account number: 03093821. Please ensure you use your name/company name as the reference on your payment

***Invoice details**

If paying by invoice, please provide details of the person to whom the invoice is to be sent

Contact name

Email address

Telephone

Address (if different to above)

Postcode (if different to above)



DECLARATION

Due to health and safety reasons we are unable to process your instruction without the completion of this form.

Please ensure it is completed in its entirety, as the instruction form is used to ascertain how many agents will be required to enforce the writ safely and successfully. We may also carry out a risk assessment visit for the same purpose. Once these steps have been completed, we will contact you with our available dates and times for your consideration.

If you have any queries in completing the instruction form, please contact **01792 466 771 (option 2)**

To avoid any delay, the form can be emailed by the button below or sent to **commercialservices@hcegroup.co.uk**

I/We agree*

I agree to the terms and conditions and confirm that to the best of my knowledge the contents of the form are true.

These terms will apply to all services provided by us to you, except as expressly varied by High Court Enforcement Limited (HCE Group)

Please send me your monthly newsletter, details of eBooks, webinars and events. I acknowledge that I can unsubscribe at any point by clicking on the "unsubscribe" link in the email. Please read our [privacy policy](#).

Signature*

Date*

TERMS AND CONDITIONS

1. PROVISION OF THESE TERMS AND CONDITIONS

The Terms and Conditions detailed in the document are also available to view on our website at <https://hcegroup.co.uk/terms-and-conditions> and upon request in writing to the address detailed in section 3: Introduction below.

2. PREVIOUS TERMS AND CONDITIONS

The Terms supersede previous Terms and Conditions, effective from the date they are posted on our website at <https://hcegroup.co.uk/terms-and-conditions>

3. INTRODUCTION

High Court Enforcement Group Limited, ("HCEG", for the purposes of these Terms and Conditions) provides a variety of services to their clients or potential clients ("the Client") including but not limited to; enforcement, debt recovery, tracing, investigation, repossession, eviction, security and legal activities. We are registered in England and Wales, Companies House Registration No. 04527630 and our registered office is at Marine House, 2 Marine Road, Colwyn Bay, Conwy, LL29 8PH.

4. INSTRUCTING US

- a) By completing an Instruction Form and/or instructing HCEG by any other means you, whether you are a private individual, firm, authorised company representative or legal professional instructing us, become the 'Client' and authorise HCEG to provide the services to you as set out in the Instruction Form.
- b) By becoming the Client, you agree to be bound by these Terms and Conditions.
- c) HCEG reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to HCEG in respect of those instructions will be refunded. Please note this does not include any fees which were made payable to Her Majesty's Court and Tribunal Service (HMCTS).

5. DEFINITION OF THE TERMS

These Terms and Conditions apply to the provision of services by HCEG and no variation, alteration, substitution, or modification of these Terms shall be binding on either party unless agreed by both in writing. The Client agrees to be bound by these conditions upon providing HCEG with an instruction.

6. 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.

7. CANCELLATION OF AN INSTRUCTION

The cancellation of an instruction for transfer up should be made directly to the Transfer Up Department in the first instance by contacting them on 0151 236 4751 or by email to transferup@hcegroup.co.uk or, if necessary, to the Client Services team by telephone on 08450 999 666 or by email to clientservices@hcegroup.co.uk

8. THE WORK

a) Transfer to the High Court for enforcement.

HCEG shall obtain the appropriate certificate from the appropriate Court for transfer of a judgment to the High Court for the purposes of enforcement. Upon receipt of the certificate HCEG will thereafter obtain the appropriate Writ of Control or Writ of Execution in the name of an Authorised High Court Enforcement Officer (pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act) as directed by HCEG. Where HCEG is provided with the appropriate sealed certificate, only the latter part of this work will apply. The fee payable to HMCTS to obtain a Writ is a fee of HMCTS and not that of HCEG.

b) High Court enforcement - Writs of Control and Writs of Execution

HCEG's Authorised High Court Enforcement Officers, Enforcement Agents and Agents shall undertake the enforcement action as directed in the Instruction Form completed by the Client. HCEG may also use a telephone collection strategy in conjunction with enforcement agent attendances to enhance monetary recovery rates.

c) Commercial Rent Arrears Recovery ("CRAR"), forfeiture of lease and any other enforcement services under Common Law

HCEG's Enforcement Agents and Agents shall undertake the enforcement action as directed in the Instruction Form as completed by the Client.

d) Other services

HCEG'S Authorised High Court Enforcement Officers, Enforcement Agents, Debt Recovery Agents, Field Agents, Repossession Agents, Security Officers and/or any other contracted staff or employees shall undertake the services as directed in the Instruction Form, as completed by the Client.

9. FEES, CHARGES AND DISBURSEMENTS

- a) HCEG will apply fees and disbursements as stipulated in The Taking Control of Goods (Fees) Regulations 2014, in the High Court Enforcement Officers Regulations 2004 and/or any other appropriate Regulations and these fees are recoverable from the debtor in the first instance.
- b) The Client, with consent of the creditor, hereby authorises HCEG to, if necessary, apply to the appropriate Court that the enforcement agent may recover from the debtor exceptional disbursements which are not otherwise recoverable under the Regulations.
- c) HCEG and/or the Client/creditor shall satisfy the Court that the disbursements to which it relates are necessary for effective enforcement of the sum to be recovered, having regard to all the circumstances, including the amount of that sum; and the nature and value of the goods which have been taken into control, or which it is sought to take into control.

TERMS AND CONDITIONS

- d) In matters relating to the recovery of monies if the Client receives payment on or after the date of instruction, the Client must forward the sums to HCEG in full unless expressly agreed otherwise by HCEG. If the Client or creditor negotiates payment outside of the enforcement process, either by agreement or consent order, the Client becomes liable to the full fees charged by HCEG that otherwise would have been recoverable from the debtor under the relevant Regulations.
- e) In certain activities and services (e.g. evictions) HCEG will invoice the Client directly for the costs associated with providing the service. In such circumstances the Client will make payment of the sums due within 30 days of receipt. If any element of an invoice is queried, that part of the invoice which has not been queried is to be paid in any event.
- f) HCEG reserves the right to charge late payment interest at four per cent (4%) above the base rate as applied by Barclays Bank plc on any amounts, undisputed or disputed in good faith, which subsequently become payable. The Client will also make payment of costs associated with debt recovery procedures, where applicable, should the matter remain unpaid beyond the terms stated.
- g) The Client agrees that where enforcement is unsuccessful in matters regulated by the Tribunals Courts and Enforcement Act 2007 they will be liable for the Compliance Fee [£75.00 plus VAT, as at 6th April 2014], generated by the Compliance Stage, in accordance with the High Court Enforcement Officers Regulations 2004 No. 400, Part 4, Regulation 13(3A) as amended by The Tribunals, Courts and Enforcement Act 2007 (Consequential, Transitional and Saving Provision) Order 2014 No. 600, Paragraph 8. Claimants in person will be required to pay this fee at the time of instruction, along with the court fee to transfer up to the High Court. When enforcement of the judgment is successful, both these fees are recovered from the defendant and refunded to the client. Solicitors and approved customers pay the court fee at the time of instruction, or on agreed credit terms, and undertake to pay the £75 + VAT compliance fee on receipt of invoice in the event that enforcement is not successful.
- h) VAT (if applicable) will be charged at the current rate on fees, costs and charges and the Client directs HCEG to recover them from the judgment debtor as part of the execution process. Our VAT Number is 808 5550 22.
- i) Any change in VAT or court fees will take effect immediately, and we reserve the right to delay the processing of transfer up or enforcement until such time as all monies due are settled in full. HCEG will notify you of such a change as soon as is practicable.
- j) In the event of late payment of any invoice that is raised for the provision of services supplied by HCEG, where the matter is passed to our chosen debt recovery agents to pursue recovery of the outstanding invoice, we reserve the right to charge an additional administrative fee of £50.00 plus VAT.
- k) Where the debt recovery agents are unable to recover the sums due by way of their pre-legal collection procedures, HCEG reserve the right to charge an additional administrative fee of £150.00 plus VAT, together with any legal costs, in circumstances where legal or insolvency proceedings are instigated.

10. PAYMENTS UNDER A WRIT OF CONTROL

- a) We will remit to you all cleared funds recovered on your behalf, after the 14 day statutory period (s.184 and s.346 Insolvency Act 1986). Funds are held in our client account and will be remitted after deduction of the statutory charges in respect of both fully and partly paid Writs.

- b) The Client authorises the Enforcement Agent to enter into a payment arrangement under a signed Controlled Goods Agreement (CGA) where payment in full cannot be obtained.
- c) In matters falling under the TCGA where the debtor makes a part payment towards the debt, this payment will be split 65% to the Client and 35% towards any remaining amounts recoverable in respect of fees and disbursements payable to HCEG, in accordance with The Taking Control of Goods (Fees) Regulations 2014 Paragraph 13(3) and 13(4).
- d) Card Payments
Where we recover money on your behalf by means of a credit card or debit card payment, we will endeavour to ensure that the payment is classed as "cardholder present", and in particular we will ask the cardholder to sign a form of authority for payment on the cardholder's card. If we are not able to obtain such a signed authority, and any payment is refused by the relevant credit card or debit card company within 12 months after payment was initially made, then we may give you notice of the refused payment, and you shall reimburse that payment within fourteen (14) days of that notice.

11. YOUR RESPONSIBILITIES

- a) By instructing HCEG the Client agrees to provide HCEG with accurate information and documentation.
- b) The Client confirms that no other enforcement action is being carried out that will prevent or hinder HCEG from carrying out their enforcement duties under the writ or warrant.
- c) The Client confirms that the details given are correct and accepts any responsibility for information given which proves to be incorrect.

12. WRITS OF POSSESSION OR RESTITUTION, COMPULSORY PURCHASE ORDERS (CPO), COMMON LAW EVICTIONS AND FORFEITURE OF LEASE

HCEG will ensure that sufficient resource is available for the planned eviction time.

Upon receipt of your instructions, one of our Commercial and Eviction Services Team will contact you to discuss enforcement of your order and our charges for doing so.

If you wish to discuss prior to instruction or for matters involving protesters, please contact our Commercial and Eviction Services Team on 01792 466 771 (Option 2).

- (a) Should either of the following occur:
 - (i) Enforcement is withdrawn by the Claimant/creditor;
 - (ii) If a situation arises, beyond the control of HCEG, which results in the cancellation or delay of enforcement;
then the Client/creditor will be charged the quoted fee for the first hour per agent, along with any third party contractor's cancellation fees.
- (b) Claimants in Person will be required to pay the quoted fee for the first hour per agent, along with any third party contractors fees at the time of instruction, along with any court fee to transfer up to the High Court. When enforcement has taken place, any payment already received will be deducted from the final invoice total.

Solicitors and approved customers pay the court fee at the time of instruction, or on agreed credit terms, and undertake to pay the final invoice upon completion of enforcement. Payment of our invoice is due within 30 days of the date of the final invoice. VAT is payable on all charges unless otherwise advised.

TERMS AND CONDITIONS

Payment under a Writ of Possession or Restitution or a CPO: Payment of our invoice in respect of enforcement of a Writ of Possession, Restitution or CPO is due within 30 days of the date of the invoice submitted after execution of the Writ.

VAT is payable on all charges unless otherwise advised.

13. COMMERCIAL RENT ARREARS RECOVERY (CRAR)

Should the matter prove abortive, we charge £75.00 plus VAT for our attendance fee. If payment is made direct after our involvement, then the statutory fees will be payable by the landlord in such an event.

Landlords in person will be required to pay this fee at the time of instruction. When enforcement of the instruction is successful, this fee is recovered from the tenant and refunded to the landlord. Solicitors and approved customers on agreed credit terms, undertake to pay the £75 + VAT fee on receipt of an invoice in the event that enforcement is not successful.

14. TRACE SERVICES

All information gathered via our trace service is in accordance with GDPR and the Data Protection Act 1998. It is agreed that in all trace processes all information is supplied in confidence. The Client agrees with the agency that all information is supplied on the express understanding that the agency is not to be held responsible for damage or loss arising from insufficient or inaccurate information supplied, whether by reason of mistake or negligence of the agency or its servants.

All Trace services will require a last known address to begin the process.

- a) Desktop Trace is a complimentary service that may take up to 7 working days. HCEG cannot confirm the accuracy of our Desktop Trace service and the possibility of error must be understood by the Client before acting upon information received via our Desktop Trace.
- b) Bulk Desktop Traces results may take up to 35 working days. HCEG will advise the Client at the time of instruction regarding lead time.
- c) A successful In-Depth Trace will be charged at £45 + VAT. An unsuccessful In-Depth Trace will incur no cost to the Client. A successful trace report is defined by the subject being traced to a new address or confirmed living as stated at the address provided. This service may take up to 30 working days
- d) A successful Trace Plus will be charged at £75 + VAT. A successful trace report is defined by the subject being traced at a new address or confirmed living as stated at the address provided. This service may take up to 30 working days. An unsuccessful In-Depth Trace Plus will incur no cost to the Client.

All fees are payable by invoice on receipt of a successful trace report.

15. EXCLUSIONS OF LIABILITY

- a) HCEG will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, or loss of an opportunity, even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.
- b) HCEG shall bear no liability for loss and/or damage arising from matters outside of its control.

16. ADVICE GIVEN

- a) Non solicitors should be aware that we are not a law firm and we do not provide legal advice. Any advice provided by the HCEG relates strictly to the provision of services and should not be relied upon as legal advice.

- b) HCEG accepts no liability for any actions you may take or loss or damage you incur as a result of advice given in any communication with us or contained in marketing material. We accept no liability for loss or damage you may suffer by instructing any firm of solicitors to whom we may refer.

- c) None of the content presented on any of HCEG's websites constitutes legal advice in relation to any of HCEG's services.

17. PROFESSIONAL INDEMNITY INSURANCE

HCEG carries professional indemnity insurance, public liability insurance and employer liability insurance. These policies are maintained at an appropriate level of care and are regularly renewed (annually). Details may be obtained upon request by writing to our registered office.

18. COMPLAINTS

HCEG aims to provide a high-quality service to our clients. If you have a concern about the way your case is being handled, then in the first instance you should raise this with your usual contact or case manager. In any other event please contact our Client Services Team on clientservices@hcegroup.co.uk

19. DATA PROTECTION ACT 1998 AND GDPR

- a) The information which we obtain, store and process is necessary and is used to enable us to enforce the Writ or order and thereby comply with the commands contained in the Writ or order, and with any order subsequently made by the Court relating to the enforcement of that Writ or order and for other legal and regulatory compliance.
- b) Our use of that information is subject to your instructions, the Data Protection Act 1998, the General Data Protection Regulations, and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you.
- c) By instructing HCEG we will seek your consent if we send you other information that we think might be of interest to you. If you wish to receive further information, please notify our office by email to marketing@hcegroup.co.uk

20. GENERAL

- a) These Terms and Conditions shall not affect any provision of the general law or professional standards applicable to the relationship between HCEG and you, the Client.
- b) Any notice to be given to us may be sent to us at our principal place of business and, any notice to be given by us, may be given to you at your last postal and/or email address known to us.

21. REPEAT MATTERS

Unless expressly varied, the terms of this document will also apply in respect of any future matters where one or more of the services is provided to the Client.

22. AMENDMENTS TO OUR TERMS AND CONDITIONS

- a) HCEG may revise these Terms and Conditions at any time. The amended Terms will be effective from the date they are posted on our website <https://hcegroup.co.uk/terms-and-conditions>
- b) You, the Client, are expected to check these Terms from time to time to take notice of any binding changes that may have been made. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our website and may include Regulatory changes.