

J. P Dawkins Limited Terms & Conditions

1. Provision of these Terms and Conditions

These Terms and Conditions are subject to change at our discretion. A copy can be requested via email from the office (at) info@dawkins.co.uk.

2. Previous Terms and Conditions

The Terms will only supersede previous Terms where the enforcement power changes from the appropriate regulations at the time of instruction to The Taking Control of Goods Regulations 2013.

3. Introduction

J. P Dawkins Limited, for the purposes of these Terms and Conditions, trades its business as 'Dawkins' and provides a variety of services to their clients or potential clients which includes enforcement, debt recovery, forfeiture by peaceable re-entry and evictions. We are registered at Companies House under No 2945968 and our registered office is at Castle House, Park Road, Banstead, Surrey, SM7 3BT.

4. Instructing Us

a) By completing an Instruction Form and/or instructing J. P Dawkins Limited by any other means, you, the private individual, firm, authorised company representative or legal professional instructing us become the 'Client' and authorise J. P Dawkins Ltd to provide the services to you as set out in the Instruction Form. By instructing us you confirm you have the legal right to do so and consent to our completion of any, and all court paperwork on your behalf.

b) By becoming the Client (which includes our 'Enforcement Providers') you agree to be bound by these T&C's.

c) J. P Dawkins Limited reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to J. P Dawkins Limited in respect of those instructions may be refunded upon written request and approval by a Director. Please note this does not include any fees which were made for payment to Her Majesty's Court and Tribunal Service (HMCTS). We reserve the right to retain an administration fee of £25 plus VAT where applicable.

5. Definition of the Terms

These Terms and Conditions apply to the provision of services by J. P Dawkins Limited and its chosen Enforcement Providers. No variation, alteration, substitution, or modification of these Terms shall be binding on J. P Dawkins Limited unless expressly agreed by a Director of J. P Dawkins Limited. The Client agrees to be bound by these conditions upon providing J. P Dawkins Limited with an instruction.

6. Governing Law

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

7. Cancellation of an Instruction

The cancellation of an instruction shall be made in writing and emailed to the following email address, it must come from the instructing party or their legal representative: office (at) info@dawkins.co.uk.

8. The Work

a) Transfer to the High Court for enforcement.

The Client or J. P Dawkins Limited (through its lawyer partners) shall obtain the appropriate certificate from the appropriate Court for transfer of a judgment to the High Court for the purposes of enforcement. The Client consents to use of a digital signature on the Form N293A. Upon receipt of the certificate, the Client or J. P Dawkins Limited will thereafter obtain the appropriate Writ of Control or Writ of Execution in the name of a Authorised High Court Enforcement Officer 'Mr Morgan Sheldon' (pursuant to paragraph 2 (1) of Schedule 7 of the Courts Act) as directed by J. P Dawkins Limited.

Where J. P Dawkins Limited 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 £66. In most instances J. P Dawkins Limited will require the administration/compliance fee of £90 paid at the point of instruction.

The Client may also instruct us by supplying a Writ made out to our Officer, as named above.

b) High Court Enforcement - Writs of Control and Writs of execution

J. P Dawkins Limited partner Authorised High Court Enforcement Officers & Certified Enforcement Agents (Enforcement Providers) shall undertake the enforcement action as directed in the Taking Control of Goods Regulations. J. P Dawkins Limited may also use a telephone collection strategy and letters 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.

J. P Dawkins Limited Enforcement Agents and other Agents shall undertake the enforcement action as directed in the relevant Regulations and Common Law.

d) Other services

J. P Dawkins Limited 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 and as per Regulations and under Common Law, National Standards as required.

9. Fees, Charges and Disbursements

a) J. P Dawkins Limited 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 J. P Dawkins Limited 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) J. P Dawkins Limited 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.

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 J. P Dawkins Limited in full unless expressly agreed otherwise by J. P Dawkins Limited. 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 J. P Dawkins Limited that otherwise would have been recoverable from the debtor under the relevant Regulations.

e) In certain activities and services (e.g., evictions) J. P Dawkins Limited 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 the timescales specified on the invoice. 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) J. P Dawkins Limited reserves the right to charge late payment interest at four per cent above the base rate applied from time to time by Santander Bank on any balance outstanding. 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 of 6th April 2014), triggered 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.

h) Where appropriate VAT will be charged at the current rate on fees, costs and charges and the Client directs J. P Dawkins Limited to recover them from the debtor as part of the execution process.

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. J. P Dawkins Limited 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 J. P Dawkins Limited, 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 £60.00.

k) Where the debt recovery agents are unable to recover the sums due by way of their pre-legal collection procedures, J. P Dawkins Limited reserve the right to charge an additional administrative fee of £175.00 in circumstances where legal or insolvency proceedings are instigated.

10. Payments under a Writ of control

a) Payments collected under a Writ of control will be held "in suspense", i.e., neither belonging to the creditor or debtor, for 14 days before payment is made to the Client after the 15th day, as stipulated in the Insolvency Act 1986.

b) The Client authorises the Enforcement Agent to enter into a payment arrangement under a signed Controlled Goods Agreement, or otherwise 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 pro rata between the Client and J. P Dawkins Limited in payment of the sum to be recovered, and any remaining amounts recoverable in respect of fees and disbursements payable to J. P Dawkins Limited, in accordance with The Taking Control of Goods (Fees) Regulations 2014 Paragraph 13(3) & 13(4).

d) J. P Dawkins Limited will hold on the Clients behalf any part payment recovered in an enforcement action until the amount payable to the Client reaches a minimum sum of £250.00, unless expressly agreed otherwise by J. P Dawkins Limited.

11. Your Responsibilities

a) By instructing J. P Dawkins Limited the Client agrees to provide J. P Dawkins Limited with accurate information and documentation without delay.

b) The Client confirms that no other enforcement action is being carried out that will prevent or hinder J. P Dawkins Limited from carrying out their enforcement duties under the Writ, Warrant, or other instruction. Should the Client commence alternative enforcement action before a Formal Return is produced, the Client confirms payment of our fees in full will be made within 14 days.

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 and Forfeiture of Lease

J. P Dawkins Limited and its Enforcement Providers will ensure that sufficient resource is available for the planned eviction time.

Delay of execution of the Writ or where the planned eviction time is delayed then the following applies:

- For the first 12 hour of the delay 75% of the full amount of the estimated cost quotation.
- For a delay between 12 and 24 hours 30% of the full amount of the estimated cost quotation.

Where the delay is greater than 24 hours the following options are available to the Client:

- Request that the eviction team remain on 'standby', at a cost of 30% of the estimated cost quotation during the 'standby period'.
- Postpone the eviction: if the eviction is postponed indefinitely then cancellation charges will apply. If the eviction is postponed for 48 hours or less then charges will be incurred at a rate of 15% of the estimated cost quotation.
- Cancel the eviction: the charges set out below will then apply.

Cancellation of execution of the Writ or Order:

Where the enforcement of the Writ is cancelled, or the instruction is withdrawn by the Client then the following charges apply:

- If the execution of the Writ is cancelled within 10 days of the planned enforcement date, 20% of the estimated cost quotation will be payable.
- If the execution of the Writ is cancelled within 7 days of the planned enforcement date, 30% of the estimated cost quotation will be payable.
- If the execution of the Writ is cancelled within 48 hours of the planned enforcement date, 60% of the estimated cost quotation will be payable.
- If the execution of the Writ is cancelled within 24 hours of the planned enforcement date, 75% of the estimated cost quotation will be payable.

Payment under a writ of possession, restitution, or other related matters:

Payment of our invoice in respect of enforcement of a Writ of Possession is due within 14 days of the date of the invoice submitted after execution of the Writ. Unless expressly varied, the terms of this document will also apply in respect of VAT is payable on all charges unless otherwise advised.

13. Our Liability

a) These terms do not affect our liability to you in any way for: personal injury or death arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter made by one or our employees or agents, nor any other liability which cannot be excluded or limited under applicable law.

b) This paragraph shall apply to any claim: a. by you. b. and, if any duties are held to be owed to them, to a claim by any individual or company, related or associated to you, and any officer, servant or, employee of any of these entities; against J. P Dawkins Limited, any past, or future Directors, and/or any past, present, or future employees of J. P Dawkins Limited.

c) All claims, whether made by one or more of the parties, arising from the same act or omission, or from a series of related acts or omissions, shall be regarded as one claim.

d) Any claim arising as a result of these terms must be notified to us in writing within 6 (six) months of the date that such liability arises. Failure to provide notice within this period will forfeit any claim.

14. Exclusions of Liability

a) J. P Dawkins Limited will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, 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) J. P Dawkins Limited shall bear no liability for loss and/or damage arising from matters outside of its control.

15. 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 J. P Dawkins Limited relates strictly to the provision of services and should not be relied upon as legal advice.

b) J. P Dawkins Limited 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 J. P Dawkins Limited websites constitutes legal advice in relation to any of J. P Dawkins Limited or its partners services.

16. Professional Indemnity Insurance

J. P Dawkins Limited carries professional indemnity insurance. Details may be obtained upon request by writing to our registered office.

17. Complaints

a) J. P Dawkins Limited 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.

b) If your complaint relates to the actions of an Enforcement Agent, your complaint must first be made to the managing Enforcement Provider.

18. Data protection Act & GDPR

a) J. P Dawkins Limited use the information you provide primarily for the provision of our services to you the Client and for related purposes including updating and enhancing client records; analysis to help us manage our company; legal and regulatory compliance.

b) Our use of that information is subject to your instructions, the Data Protection Act, and our duty of confidentiality.

c) By instructing J. P Dawkins Limited we may send you information by email that we think might be of interest to you. If you do not wish to receive that information, please unsubscribe within the email received or notify our office in writing.

19. General

a) These Terms and Conditions shall not affect any provision of the general law or professional standards applicable to the relationship between J. P Dawkins Limited 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.

20. 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.

21. Amendments to our Terms and Conditions

a) J. P Dawkins Limited may revise these Terms and Conditions at any time. The amended Terms will be effective from the date they are posted on our website.

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.