

# Parkinson Bailiff Services Ltd



## The most advanced system for collecting outstanding Commercial Rent

Parkinson Bailiff Services Ltd  
The Lodge to Shaw Hill  
177 Preston Road,  
Whittle-le-Woods, Chorley PR6 7PR

Tel: 08450 09 09 09  
Fax: 08450 09 10 10

Bailiffs | Auctioneers | Valuers

# **INTRODUCTION**

As PBS Limited expands its services throughout the UK we still adhere vehemently to the basic philosophy inherent when we commenced the business.

To lose sight of these ideals would betray all that the company stands for and has instigated our success, we are always looking at ways to increase speed of payment to our clients and various ideas are enclosed within this website and publications, the other criteria is to be as fair as possible to the tenant without causing further financial difficulties whilst collecting the rent as quickly as is possible.

PBS Limited will never take advantage of a tenants situation, Our aim is to collect the rent on the first call, prompt payment to yourselves with immediate Faxed, Telephoned, E-mailed or Partner Website Update\* communication on all jobs, adhering to clients instruction at all times you will also see from the information within that there are more details of the distress laws plus company searches and reports, please feel free to call us with any problems you may have, we will pleased to assist you.

Our bank manager: Carol Burgess of Yorkshire Bank, Wigan.  
Tel: 01942 239931 will be more than happy to speak to you regarding

**“PARKINSON BAILIFF SERVICES LIMITED”.**

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## Services Available

### **No Charge to Landlords and Managing Agents**

Parkinson Bailiff Services Ltd do not charge the Landlord for collection of outstanding rent. Only the standard Levy fee, as laid down in the Laws of Distress, is charged to the tenant. We regard collection of the levy fee as our responsibility.

<i>Charge to tenant for levying distress</i>	<i>Charge</i>
i) Where the sum demanded and due Does not exceed £100	£12.50
ii) Where the sum demanded and due Exceeds £100	12.5% on the first £100 4% on the next £400 2.5% on the next £1,500 1% on the next £8,000 And 0.25% on any additional sum

### **Issuing a Warrant**

A copy of our Warrant to Distrain is available on this website. When instructing PBS Ltd simply complete the warrant online (agreeing to the Terms and Conditions) or Fax it to us. We always ask for a brief background to each case before attending.

This will enable us to determine the policy you wish us to adopt. Acknowledgement of receipt of a warrant will be E-Mailed/Faxed to yourselves showing the estimated time the warrant will be executed. Landlords and Managing Agents need have no fears when instructing PBS Ltd. We work as an extension of your company, always aware of retaining the landlord tenant relationship where possible.

### **Immediate Response to Warrant**

All warrants are given immediate attention, and if received before 1pm a bailiff will endeavour to call the same day, unless requested otherwise.

If you request a bailiff attend premises as a matter of urgency this can be arranged. We have bailiffs operating on a regular basis in all parts of the UK. All of our bailiffs are employed by PBS Ltd and adhere at all times to our guidelines.

Our removal vehicles can always respond to an emergency. If you are told that a tenant is removing goods or that he is going into liquidation, please call us immediately.

### **Attending Premises**

Our bailiffs are courteous but firm. On attending the premises our bailiff will introduce himself as a representative of the landlord, not a bailiff, and ask for the person in charge. By doing so he ensures the tenant suffers the least possible embarrassment in front of his employees or customers.

He will then discuss the matter in private.

### **Bailiff Attends Property and Finds it Locked (Nobody Present)**

This scenario is always extremely frustrating and every time it happens the bailiff present always phones the office for instructions. We have changed our policy somewhat, as previously it was common practice to post the seizure notice through the letter box etc. giving the tenant five days to pay. There is very little alternative to posting a notice but now we only allow 48 hours for the tenant to contact our office and resolve the situation. If no contact is made we will attend again at a time more likely to find the tenant present after consulting neighbours on the first visit. Should the tenant still be absent we post again allowing the tenant 24 hours contact. When no contact is made again we ask for a home address or home telephone number to try and make contact this way.

At the end of all this if the tenant still refuses to make contact we feel quite honestly they are not worth having as a tenant. The question of our costs, also arise and there is little alternative but to ask if we can invoice the client.

Every quarter we call on numerous cases such as this, many of them are the same old names - are they worth persevering with?

### **Payment of Rent by Tenant**

Normally a landlord will indicate the method of payment required, bearing in mind the tenants "track record" for payment.

If cash is collected a receipt is left with the tenant and no further action is taken.

When payment is made by cheque a walking possession is obtained on all goods until the cheque is cleared. Should the tenant claim certain items are on lease or HP etc, a copy of relevant documentation is taken by the bailiff. If the documentation is not available it is the responsibility of the tenant to inform the companies involved that their goods have been distrained upon.

When payment is made by post-dated cheque, after agreement with the landlord, walking possession is extended until the cheque is cleared.

When installments are accepted by the landlord, details of the arrangement are typed on the tenants company letterhead and signed by both parties. Again the walking possession is extended to cover the period arrangement.

We always carry out a free valuation on an inventory. This is often relevant to the amount of rent outstanding. Frequently we find that the tenants are given an extended time to pay their rent, with a managing agent misguided into thinking the tenant's possessions will cover the debt. On this basis it obviously makes sense for the managing agent or landlord to have an idea of the tenant's possessions before entering into an extended payment plan.

### **Tenant makes Payment direct to Landlord or Managing Agent after Bailiff Involvement.**

When a bailiff attends, the notice of seizure left with the tenant, if he cannot pay, states quite clearly all payments must be made to our office.

If you accept a payment directly and we have not collected our fees, this makes it extremely difficult to collect monies owed to us, we have no 'lever'. We act politely that you confirm our fee has been collected before banking a cheque when PBS Ltd. are acting on your behalf.

## **When a Landlord or Managing Agent comes to an arrangement with the Tenant**

Should a landlord or managing agent come to an arrangement it is worth considering the following;

1. If a tenant defaults on the arrangement we are often called upon to collect outstanding monies in full.
  - i) On many occasions our bailiffs find that the inland revenue customs and excise or council have already distrained leaving very little we can accomplish.
  - ii) The tenant has also often done a "moonlight" knowing there is no distraint in place and disappeared into thin air.

In return for allowing the tenant to have the facility of a payment plan a bailiff distrains on his goods as security.

The tenant pay PBS Ltd the normal levy fee, which is a very small amount compared to a bank loan e.g.

£10,000 outstanding

£146 levy fee + 45p a day. Do not be caught out.

## **Food for Thought**

### **Changing the Out Dated 5 Day Allowance for Paying Rent When Bailiff Calls**

#### **NORMAL PROCEDURE**

- 1 **1<sup>st</sup> Day**  
Bailiff attends - tenant cannot pay - bailiff allows 5 working days for the tenant to post cheque
- 2 **8<sup>th</sup> Day (5 working days plus weekend)**  
Cheque not received - bailiff attends again and collects cheque
- 3 **9<sup>th</sup> Day**  
Cheque Banked
- 4 **16<sup>th</sup> Day**  
5 working days allowed for cheque to clear - normal period
- 5 **17<sup>th</sup> Day**  
our cheque received by landlord or managing agent and is banked
- 6 **24<sup>th</sup> Day**  
cleared funds in your bank

#### **PREFERRED AND FAR MORE COMMERCIAL PROCEDURE WE WOULD LIKE TO ADOPT:**

1. **1<sup>st</sup> Day** Bailiff attends  
Tenant has time to T.T (same day telegraphic transfer or CHAPS)  
**Saving** rent directly into account of landlord or managing agent. Walking  
**22 Days** possession extended until 5pm same day. Bailiff tells tenant he will return the following morning if funds have not arrived.

#### **ALTERNATIVE**

2. **1<sup>st</sup> Day** Bailiff attends  
Too late in day to T.T money. Walking possession extended until  
**Saving** 5pm following day. Bailiff will attend 3<sup>rd</sup> day if funds have not  
**22 Days** been received.

#### **ALTERNATIVE**

3. **1<sup>st</sup> Day** Bailiff attends  
Tenant cannot pay full amount. Offers half now and half in 7 days  
**Saving** time. Landlord or managing agent agree. If tenant has time he  
**23 Days on** T.T's half on first day, if not half on 2<sup>nd</sup> day.  
**First** Tenant receives phone call from bailiff day before 2<sup>nd</sup> T.T is due  
**Installment** to remind him to make payment the next day, or bailiff will attend  
**16 Days** the following day. Walking possession extended to cover  
**on second** arrangement.

**This service is still free of charge – tenant pays fees, Tenant also thinks twice about paying late next quarter. You obtain your money a heck of a lot quicker.**

**Our Clients who have already adopted this procedure cant believe they didn't think of it – LUCKILY WE DID !**

### **Reporting to Landlord**

A faxed report is sent to the landlord within 30 minutes of the work being carried out together with a photocopy of the cheque or bankers draft when it arrives in the office. If a situation requires immediate action the landlord will always be contacted whilst our bailiff is on the premises.

PBS Ltd always adhere strictly to landlords instructions. If we feel a course of action, not requested, would be more appropriate, we always obtain permission before such action is carried out.

### **Payment to Landlord**

#### **a) Cash**

A cheque is forwarded to the landlord the same day cash is collected

#### **b) Cheque or Bankers Draft**

Payment by cheque is normally made payable to Parkinson Bailiff Services Ltd, unless otherwise requested by the landlord. We pay you without fail, five working days after the cheque or draft is banked i.e. on clearance. Please note - draft is only a promise of payment by the bank manager, it does not clear any quicker than a cheque.

#### **c) Arrangements**

Cheques are normally made payable to Parkinson Bailiff Services Ltd and forwarded to ourselves so that we can monitor the situation and make sure the payments are on time. We have no objection to Cheques or banker's drafts being made payable to the landlord or managing agent if so requested. All monies are paid into the client's trustee account, our bank manager will be pleased to give a reference if required. We are not paid interest on this account and cannot use it for our own purposes.

### **Collection of Levy Fee**

It is our responsibility to collect this money, solving any problems which may arise without involving the landlord.

If a tenant pays the landlord or managing agent directly, following the visit of one of our bailiffs, we would politely ask to be informed immediately. This is so that we can ascertain whether or not the levy fee has been included in the payment.

Most clients if paid directly by the tenant insist that the levy fee is included or do not bank the cheque until the levy fee is forwarded. This is the only assistance we request when carrying out our free service.

### **No Unnecessary Second Visits Made**

It is not our policy just to collect the levy fee, take a walking possession and call back in five days. A definite arrangement is made and agreed upon during our first visit, wherever possible. We do not incur extra costs for the tenant by making unnecessary visits purely to increase our profits. We will only call back after five days when payment has been arranged for this date or where the tenant has blatantly refused payment of any kind. The bailiff always makes it abundantly clear that if he has to return after 5 days extra costs will be incurred

### **Tenant Refuses to Pay**

It is explained to the tenant on the first visit that we shall return in five days if no monies are Received. Where no monies are forthcoming we will seek further instructions from the landlord. Often the "bluff" that the goods will have to be removed will do the trick. Where payment is still not forthcoming we would require your written instructions before removing any goods. No goods will ever be removed without your instruction.

### **Tenants Facing Insolvency**

Tenants often inform PBS Ltd that they are facing insolvency and therefore will require professional specialist advice. We recommend contacting the recovery team at Baker Tilly, Chartered Accountants in Manchester on 0161 834 5777. Stephen Quinn a Chartered Accountant and Licensed Insolvency Practitioner heads up the team, which offers a free initial consultation to the tenant or the landlord when insolvency is looming. Both tenants and landlords will value the advice given by Baker Tilly. The knowledge and experience gained by the recovery team over a number of years having dealt with numerous landlord and tenant situations enables Stephen Quinn and his team to offer first hand, practical and professional advice to ensure a proper understanding of the rights of all parties. PBS Ltd believe the recovery team at Baker Tilly act fairly and professionally when advising on these matters and recommended landlords when faced with insolvent tenants to either contact Baker Tilly themselves or to advise their tenant to do so. Further details about Baker Tilly are enclosed. Quick decisions are needed and more importantly the right decision, which both PBS and Baker Tilly can offer.

### **Bailiffs Knowledge of Laws**

All our bailiffs are certificated and have vast experience of all situations, backed up by an excellent understanding of all bailiff related laws.

### **Valuation of Goods**

Should a removal of goods be considered, our qualified valuers will give written valuation free of charge together with estimated costs of removal and auction commission percentages etc. This enables you to make an informed decision as to whether this is the best course of action. Vehicles distrained upon are checked by our HPI department and we will then give you an estimate of what money would be due to you after the sale.

### **Removal and Sale of Goods**

This side of our business was set up primarily to deal with insolvency cases. Our main aim when levying distress is to collect money, not to suggest removal. However, should a removal be the only course of action left, PBS Ltd have their own fleet of removal vehicles and work force to effect any kind of removal the same day if required. PBS Ltd holds auctions on a regular basis for insolvency practitioners, landlords, finance companies, loss adjusters etc. Realistic prices are obtained and proceeds from sales are paid over within seven days, together with a fully documented account.

### **Reference**

Numerous references are available on request to support our claims and give you the confidence to use our services.

### **General Debt Collection**

Our debt collection department handles the collection of monies where a warrant is not appropriate. There is commission fee 10% of the debt with a ceiling of £150. Where no collection is made there is no charge.

**Forfeiture**

Forfeiture can only take place when rent is two thirds in arrears, either on a quarterly or monthly basis or where it is stated that forfeiture can be carried out after twenty one days of being in arrears.

If goods have already been levied upon and walking possession signed by the tenant, forcible entry may take place at a later date without forfeiting the lease.

The cost for forfeit is £150 plus VAT.

Locksmith's charges will be extra.

**Locksmiths**

We employ locksmiths who can attend to change locks anywhere in the country at very reasonable rates at short notice.

**Process Serving**

Our certificated bailiffs act on behalf of solicitors, process serving throughout the U.K. All process serving is completed within forty-eight hours.

Our charges are as follows:

£50.00 + VAT + 0.45p per mile for first attendance

£14.75 + VAT for preparation and swearing of affidavit

£7.00 zero rated commissioner's fees.

**Private Investigation Work**

Should you require this service we will be happy to discuss details and agree a fee.

Contact us for further advice by;

**Tel: 08450 09 09 09**

**Fax: 08450 09 10 10**

**Post:**

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**E-Mail: [enquiries@parkinsonbailiff.co.uk](mailto:enquiries@parkinsonbailiff.co.uk)**