

Terms and Conditions

1. Provision of these Terms and Conditions

These Terms and Conditions are also available upon request in writing to the address detailed in the Introduction below.

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

Parkinson Bailiff Services Limited, for the purposes of these Terms and Conditions, trades its business as PBS Ltd (“PBS”). PBS 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 at Companies House under No. 3263858 and our registered office is at The Lodge to Shaw Hill, 177 Preston Road, Whittle-le-Woods, Chorley, Lancashire PR6 7PR

4. Instructing us

By completing an Instruction Form and/or instructing PBS by any other means, you, the private individual, firm, authorised company representative or legal professional instructing us become the Client and authorise PBS to provide the services to you as set out in the Instruction Form.

By becoming the Client you agree to be bound by these Terms and Conditions.

PBS reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to PBS in respect of those instructions may be refunded upon written request and approval by a Director

5. Definition of the terms

These Terms and Conditions apply to the provision of services by PBS and no variation, alteration, substitution or modification of these Terms shall be binding on PBS unless expressly agreed by a Director of PBS. The Client agrees to be bound by these conditions upon providing PBS 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. The work

Commercial Rent Arrears Recovery (“CRAR”), Forfeiture of Lease and any other enforcement services under Common Law PBS’s Enforcement Agents and Agents shall undertake the enforcement action as directed in the Instruction Form as completed by the Client.

Other services:

PBS'S Enforcement Agents, Debt Recovery Agents, Repossession Agents, Field Agents, Security Agents and/or any other Contracted Staff or Employees shall undertake the services as directed in the Instruction Form as completed by the Client.

8. Fees and disbursements

PBS will apply fees and disbursements as stipulated in The Taking Control of Goods (Fees) Regulations 2014, and/or any other appropriate Regulations and these fees are recoverable from the debtor in the first instance.

The Client, with consent of the Creditor, hereby authorises PBS 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.

PBS 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.

In matters relating to the recovery of monies, if the Client receives payment on or after the date of instruction and the payment includes fees incurred by PBS, the Client must forward the sums to cover any outstanding fees to PBS in full, unless expressly agreed otherwise by PBS.

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 PBS that otherwise have been recoverable from the debtor under the relevant Regulations.

If the client instructs PBS to enforce, and shortly after instruction requests that the job be put on hold, where the notice of enforcement has been sent PBS will keep the job on hold at no charge to the client for 30 days. After 30 days, PBS reserve the right to charge the client the Compliance Stage fee of £75 plus VAT, which ordinarily would be payable by the tenant.

PBS reserves the right to charge the client a reasonable fee where the client has instructed PBS to attend an address at which the tenant is no longer trading, has gone away or is in administration. In these circumstances PBS will invoice for time and out of pocket expenses only. CRAR fees will not apply.

In certain activities and services (e.g. forfeitures) PBS will invoice the Client directly for the costs associated with providing the service, which will include contractors' charges, legal fees, PBS administration costs any other associated miscellaneous costs. 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.

In certain activities (e.g. removal of travellers) costs may change whilst PBS are on site, according to the nature of the individual case. In such circumstances PBS reserve the right to pass on these amended costs. No further action will be taken until PBS has the agreement of the Client.

PBS reserves the right to charge late payment interest at four per cent above the base rate applied from time to time by Yorkshire Bank plc 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.

The Client agrees that where enforcement is unsuccessful in matters regulated by the Tribunals Courts and Enforcement Act 2007 he will be liable for the Compliance Fee [£75.00 plus VAT as at 6th April 2014], triggered by the Compliance Stage, in accordance with the The Tribunals, Courts and Enforcement Act 2007 (Consequential, Transitional and Saving Provision) Order 2014 No. 600, Paragraph 8.

VAT will be charged at the current rate on fees, costs and charges where applicable and in accordance with HMRC guidance. Our VAT number is 677 5750 84.

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. PBS will notify you of such a change as soon as is practicable.

9. Payments.

The Client authorises the Enforcement Agent to enter into a payment arrangement under a signed Controlled Goods Agreement where payment in full cannot be obtained.

In matters falling under the TCGA where the debtor makes a part payment towards the debt this payment will be allocated firstly in respect of fees and disbursements payable to PBS, in accordance with The Taking Control of Goods (Fees) Regulations 2014. Any remaining amounts will be allocated to the Client in respect of the debt concerned.

PBS will make immediate payment to the Client of any monies collected, once cleared funds are available, in accordance with the Client's directions as detailed on the instruction, or as amended in writing at some later point in the procedure.

10. Your responsibilities

By instructing PBS the Client agrees to provide PBS with accurate information and documentation.

The Client confirms that no other enforcement action is being carried out that will prevent or hinder PBS from carrying out their enforcement duties under the Warrant.

The Client confirms that the details given are correct, and accepts any responsibility for information given which proves to be incorrect.

Where an employee of the client, who is registered and has online access to PBS' crm system, terminates their employment with that client, it is the responsibility of the client to inform PBS immediately so that online access for the employee can be removed. PBS will not be held responsible for any future access by that person, where the client has omitted to notify PBS of the termination.

It is expected that the Client shall have a good understanding of the Commercial Rent Arrears Regulations when instructing PBS.

11. Our liability

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.

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 PBS, any past, or future Directors, and/or any past, present or future employees of PBS.

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.

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.

12. Exclusions of liability

PBS 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.

PBS shall bear no liability for loss and/or damage arising from matters outside of its control.

The Client shall indemnify PBS against all actions at Law, as well as against all costs, charges or expenses which PBS may incur or be liable to pay by reason of their executing this enforcement.

The Client will not hold PBS accountable for any goods forcibly or clandestinely removed. Should any cheque or credit card payment collected by PBS be recalled by the bank or credit card company, after PBS has paid funds over to the Client, and for reasons beyond PBS's control, the Client shall repay those funds to PBS immediately and deem that rent to be still unpaid

13. Advice given

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

PBS 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.

None of the content presented on PBS's website constitutes legal advice in relation to any of PBS's services.

14. Professional indemnity insurance

We carry professional indemnity insurance for our work. Details may be obtained upon request in writing to our registered office.

15. Complaints

PBS 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 client@parkinsonbailiff.co.uk.

16. Data protection act 1998

PBS 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.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you.

By instructing PBS 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 by email to marketing@parkinsonbailiff.co.uk.

17. General

These Terms and Conditions shall not affect any provision of the general law or professional standards applicable to the relationship between PBS and you the Client.

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.

18. 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.

19. Amendments to our Terms and Conditions

PBS may revise these Terms and Conditions at any time. The amended Terms will be effective from the date they are posted on our website www.parkinsonbailiff.co.uk/terms.

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.

For more information please contact us or call us on 08450 090909