

Terms and Conditions for Distraint & Forfeiture

Distraint

The service provided is *usually* free to you the landlord, as the Tenant is responsible for any fees incurred. In the unlikely event that you should cancel the warrant either before or after the legal process of levying distress commences any costs that have been incurred up to that point may become payable by you. The cancellation of an instruction (Warrant) may result in cancellation fees being applied for actions incurred including but not limited to time and materials, administration fees; third party costs e.g. specialist removal contractors.

Our Fees

Our fees will **always** be paid first to the attending bailiff in cleared funds.

Cancellation Fee

Our cancellation fee will be a minimum of £350 plus VAT.

Failed Distraint

If distraint fails due to any or all of the following

1. Tenant has absconded
2. Business has ceased to trade
3. Company is in insolvency
4. Insufficient goods to levy against
5. Incorrect information on warrant
6. Inappropriate **lease** agreement

(The above information should be volunteered at the initial contact with DBL.)

You may be liable of a minimum charge of £350 plus VAT.

Below is the scale of our **Attendance Charges** (Commercial Rent Only) to be paid by your tenant this is in addition to any **Statutory Levy Fees** and a **Daily Walking Possession Fee** (if applicable) Please see reverse for information on how we are required calculate the statutory levy fee.

| Debt Balance | Attendance Fee |
|---------------------|-----------------------|
| £1- £250 | £95 |
| £251- £1000 | £185 |
| £1001 - £3000 | £235 |
| £3001 - £5000 | £300 |
| £5001 - £7500 | £400 |
| £7501 - £10000 | £600 |
| £10001 & above | £600 plus 2.5% |

*Waiting time will be applied at the rate of £50 per half hour

Forfeiture

In executing a Warrant to forfeit, a fee of £350 plus VAT is required to be paid in full **prior** to this action taking place. (new clients) If the services of a locksmith or other specialist contractors are required, these costs will be payable by you and detailed on our final invoice. V.A.T. will be charged at the current standard rate applicable on the charges for services rendered.

If you require us to pay any monies to you by BACS, please ensure you send the relevant bank details with the Warrant, otherwise payment will be made to you by cheque. All cleared monies remitted in 24 hours.

TABLE OF FEES, CHARGES AND EXPENSES

1. For levying distress:-
- | | |
|---|--|
| (i) Where the sum demanded and due does not exceed £100 | £21.65 |
| (ii) Where the sum demanded and due exceeds £100 | 21.65% on the first £100 12.50% on the second £100 4% on the next £400 2.5% on the next £1,500 1% on the next £8,000 And 1/4% on any additional sum |

2. For attending to levy distress where the levy is not made, the reasonable costs and charges for attending to levy, not exceeding the fees which would have been due under paragraph 1 if the distress had been levied: the costs and charges are subject to detailed assessment under rule 11.

3. For taking possession:-
- | | |
|---|---------------|
| (i) Where a person is left in physical possession | £7.80 per day |
| (ii) Where walking possession is taken | 80p per day |

Note: - The charge for walking possession is payable only if a walking possession agreement has been concluded.

A man left in possession must provide his own board in every case.

The possession fee is payable in respect of the day on which the distress is levied, but a fee for physical possession must not be charged where a walking possession agreement is signed at the time when the distress is levied.

4. For appraisalment, at the request in writing of the tenant, the reasonable fees, charges and expenses of the broker, are subject to detailed assessment under rule 11.

5. For attending to remove, the reasonable costs (**please see overleaf for Dukes Bailiffs Limited scale of attendance fees**) and charges attending the removal; the costs and charges are subject to detailed assessment under rule 11.

6. for sale:-
- | |
|---|
| (i) Where the sale is held on the auctioneer's premises, for commission to the auctioneer, an inclusive charge to include all out-of-pocket expenses of 15% on the sum realised, and the reasonable cost of advertising, removal and storage. |
|---|

(ii) Where the sale is held on the debtor's premises, for commission to the auctioneer, in addition to out-of-pocket expenses actually and reasonably incurred, 7.5% on the sum realised.

7. Reasonable fees, charges and expenses where distress is withdrawn or where no sales take place, and for negotiations between landlord and tenant respecting the distress, subject to detailed assessment under rule 11.

8. For the purpose of calculating any percentage charges a fraction of £1 is to be reckoned as £1, but any fraction of a penny in the total amount of the fee so calculated is to be disregarded.

9. In addition to any amount authorised by the Table in respect of the supply of goods or services on which value added tax is chargeable there may be added a sum equivalent to value added tax at the appropriate rate on that amount.

I hereby agree to the terms and conditions as set out in the above and as also contained within the Warrant of instruction. Charges are to cover any expense incurred by Dukes Bailiffs Limited or third parties in the execution of any cancelled/failed instructions.

Signed **Print**

Company **Date**