



BPS
Enforcement

BPS Enforcement
PO Box 76379
London
SE1P 6HZ
Tel: 020 8051 5000
info@bpsenforcement.com

Instruction to effect Forfeiture

Instructing party:

Company name: _____ Your ref: _____

Contact name: _____

Address: _____

_____ Postcode: _____

Telephone: _____ Email: _____

We hereby authorise BPS Enforcement to affect peaceable re-entry and thereby secure forfeiture of the lease between:

Name of tenant: _____

Name of Landlord: _____

Relating to the following demised premises:

Address: _____

_____ Postcode: _____

Opening hours: From: _____ to: _____ Trading: Yes No

Details of the property:

Is the enforcement address: Shop: _____ Warehouse: _____ Office: _____ Other: _____

Method of entry to be supplied by (please tick): BPS Enforcement: _____ Instructing party/Landlord: _____

Additional information that may assist enforcement (e.g. shutters, electric doors etc.):

Please provide details of the relevant clause to permit forfeiture and the date of the lease:

Authorisation:

We hereby authorise BPS Enforcement to change locks, display necessary termination notices as required; and for doing so this shall be your sufficient Warrant, Authority and Indemnification against all Actions at Law, as well as all costs, charges or expenses which may reasonably be incurred by reason of your executing this Warrant; and we hereby undertake not to hold you accountable for goods forcibly or clandestinely removed from the premises following their being made secure.

I confirm that the details given in this instruction are correct to the best of my knowledge and accept any responsibility for any inaccurate information provided & I confirm that I have read & understood the Terms and Conditions as laid out in pages 2 & 3

Name (please print): _____

Company (if applicable): _____

Signature: _____ Date: _____

Terms and Conditions

1. Provision of these Terms Conditions

These Terms and Conditions are also available by post 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 (TCGR).

3. Introduction

Black Panther Solutions Enforcement Limited, for the purposes of these Terms and Conditions, trades its business as Black Panther Solutions Enforcement (BPS Ltd). BPS Ltd 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, locksmiths, security and legal activities. We are registered at Companies House under No. 12112023. Registered Office: Railway Arch 102a Rockingham Street, London, England, SE1 6PG

4. Instructing us

By completing an Instruction Form and/or instructing BPS Ltd by any other means, you, the private individual, firm, authorised company representative or legal professional instructing us become the 'Client' and authorise BPS Ltd 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.

BPS Ltd reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to BPS Ltd 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 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 BPS Ltd and no variation, alteration, substitution or modification of these Terms shall be binding on BPS Ltd unless expressly agreed by a Director of BPS Ltd. The Client agrees to be bound by these conditions upon providing BPS Ltd 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 for transfer up should be made directly the Transfer Up Department in the first instance by contacting them urgently on 020 8051 5000 or by email to info@BPSEnforcement.com

8. The work

Transfer to the High Court for enforcement.

BPS Ltd or their nominated solicitor 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 BPS Ltd or nominated solicitor will thereafter obtain the appropriate Writ of execution in the name of an Authorised High Court Enforcement Officer.

Where BPS Ltd or nominated solicitor is provided with the appropriate sealed certificate by the client 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 BPS Ltd.

High Court enforcement - Writs of execution

BPS Ltd.'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. BPS Ltd may also use a telephone collection strategy in conjunction with enforcement agent attendances to enhance monetary recovery rates.

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

Other services

BPS Ltd.'s Authorised High Court Enforcement Officers, Enforcement Agents, Debt Recovery Agents, Field Agents, Repossession Agents, Locksmiths, 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

BPS Ltd 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.

The Client, with consent of the Creditor, hereby authorises BPS Ltd 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.

BPS Ltd 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 the Client must forward the sums to BPS Ltd in full unless expressly agreed otherwise by BPS Ltd. 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 BPS Ltd that otherwise have been recoverable from the debtor under the relevant Regulations.

In certain activities and services (e.g. evictions, forfeitures, locksmith work) BPS Ltd 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.

BPS Ltd reserves the right to charge late payment interest at eight per cent above the Bank of England base rate 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 they will be liable for the Compliance Fee [£75.00 plus VAT as at 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.

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The client agrees that in the event of any payment made by or on behalf of the debtor being subject to a chargeback or otherwise dishonoured, they will co-operate fully with BPS Ltd to recover the monies owed and if said monies cannot be recovered, they will reimburse BPS Ltd for any payment made to the client in respect of any chargeback or otherwise dishonoured payment.

10. Payments under a Writ of control

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 on the 15th day, as stipulated in the Insolvency Act 1986.

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 TCGR where the debtor makes a part payment towards the debt this payment will be applied firstly to the compliance fee and then split pro rata between the Client and BPS Ltd in payment of the sum to be recovered, and any remaining amounts recoverable in respect of fees and disbursements payable to BPS Ltd, in accordance with The Taking Control of Goods (Fees) Regulations 2014 Paragraph 13(3) & 13(4).

11. Your responsibilities

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

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

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

12. 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 of 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 BPS Ltd, any past, or future Directors, and/or any past, present or future employees of BPS Ltd.

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.

13. Exclusions of liability

BPS Ltd 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.

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

14. Third Party Rights

Pursuant to Contracts (Rights of Third Parties) Act 1999 these Terms and Conditions are not intended to, and do not, give any person who is not a party to it any right to enforce any of its provisions.

15. Advice given

All Clients including Non-Solicitors should be aware that we are not a law firm and we do not provide legal advice. Any information provided by BPS Ltd relates strictly to the provision of services and should not be relied upon as legal advice.

BPS Ltd accepts no liability for any actions you may take or loss or damage you incur as a result of advice or information 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 any of BPS Ltd.'s websites constitutes legal advice in relation to any of BPS Ltd.'s services.

16. Professional indemnity insurance

BPS Ltd carries professional indemnity insurance. Details may be obtained upon request by writing to our registered office.

17. Complaints

BPS Ltd 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 at info@BPSenforcement.com

18. Data protection Act 2018 & EU General Data Protection Regulation

BPS Ltd 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 2018 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 BPS Ltd 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 info@BPSenforcement.com

19. General

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

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

BPS Ltd may revise these Terms and Conditions at any time. The amended Terms will be effective from the date they are posted on our website BPSenforcement.com/terms-and-conditions

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.