

These Terms and Conditions apply to all Services provided by us, Elite-Enforcement Services(UK) Ltd, trading as Elite Enforcement Services, a company registered in England and Wales under number 15290753, whose registered office address is at Fulford House, Newbold Terrace, Leamington Spa, CV32 4EA (referred to as “the Company/we/us/our”).

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Assignment**” means the agreed brief for the Services required, as set out in the accepted Quotation;

“**Client/You/Your**” means the business, landlord or other corporate entity entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, that individual confirms they have the authority to enter into the Contract on behalf of the business and the business will be our Client in the context of the Contract;

“**Contract**” means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;

“**Quotation**” means the quotation we will give to you in accordance with clause 2 detailing the Services we will provide to you and the fees we will charge. Any Quotation remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works; and

“**Services**” means the debt recovery, enforcement, forfeiture, process serving and/or any other services to be carried out by us, as detailed in our Quotation.

- 1.2 Each reference in these Terms and Conditions to:

1.2.1 “writing/written” includes email and similar communications;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “Terms and Conditions” refers to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a clause refers to a clause of these Terms and Conditions;

1.2.5 a “party” or the “parties” refer to the parties to these Terms and Conditions; and

1.2.6 any reference to a respective party includes its employees, agents and sub-contractors.

- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation. Words imparting the singular number include the plural and vice versa.

2. The Contract

- 2.1 We will issue a Quotation to you via email setting out details of the agreed Assignment and our fees. Please provide us with as much information as possible regarding the Assignment, so we can quote accurately.

- 2.2 Your acceptance of our Quotation, electronically or otherwise, or your request for us to carry out the Services, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between you and us.

- 2.3 You are responsible for the accuracy of any information you submit to us and for ensuring that our Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time we prepare it and if any errors or discrepancies become evident, we reserve the right to adjust it.

- 2.4 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions, unless we agree otherwise in writing.

3. The Services

- 3.1 By entering into the Contract, you expressly authorise us to carry out the Services and all associated enforcement action under the agreed Assignment, and warrant that you have the legal right to do so.

- 3.2 We will ensure that the Services are carried out with reasonable care and skill, in accordance with our accepted Quotation and in accordance with best industry practice.

- 3.3 We will ensure that all enforcement agent(s) carrying out the Services have the experience, qualifications, licences and authorisations necessary for the Assignment.

- 3.4 Any timeframe we may agree is to be treated as an estimate only. Due to the nature of the Services, we may be delayed by factors outside of our control so we will not be able to guarantee that we will be able to carry out our Services on a specified date.

- 3.5 You are responsible for:

- 3.5.1 providing us with all relevant information and documentation applicable to each Assignment, together with any changes to such information, in a timely manner (and in any case, no later than 24 hours prior to the Services being carried out. You warrant that the instruction, information and documentation is accurate and complete. We may agree to check documentation but unless otherwise specified, we will have no obligation to do so. We will be unable to carry out certain Services without the proper documentation but you will remain liable to pay for our Services in any event;

- 3.5.2 informing us immediately where any debtor has made any payment relevant to the Assignment. We will remain entitled to payment for our Services if we are not notified of the payment having been made within 24 hours of the Contract being formed;

- 3.5.3 informing us of any applicable known or foreseeable risks applicable to each Assignment;

- 3.5.4 ensuring that no other enforcement action is being carried out (by you or any third party) that could prevent or hinder us from carrying out the Services;

- 3.5.5 responding promptly to all communications from us concerning the Assignment including, but not limited to, where the debtor has offered an alternative arrangement and/or wishes to negotiate and we ask how you wish to proceed. Please note we cannot make or enforce any decisions regarding this without your written consent.

- 3.6 If the Assignment changes in any way, we will charge for the changes in accordance with our current applicable rate in effect at the time of the performance or such other rate as may be agreed between you and us.

- 3.7 We cannot guarantee the Services will be effective, as we must follow the proper legal procedures and health and safety guidelines. You acknowledge and agree that payment will remain due for Services carried out, even where the enforcement or recovery was unsuccessful.

- 3.8 Where you have not already done so, we may agree on your behalf to carry out any required applications for permission to transfer any Assignment to the High Court. However, please note that we are not affiliated with the High Court and any decision made ultimately rests with them. We cannot be responsible for any delays incurred as a result of the outcome of any application, nor for any that we may encounter whilst waiting to receive such outcome.

- 3.9 We cannot take action against insolvent companies and it is your responsibility to inform us if this is the case. If we discover that the debtor is insolvent after instruction, we cannot be held liable for any actions taken and you agree to pay for the Services and indemnify us for any costs we may incur as a result.

- 3.10 Please note that any payments collected under a writ of control will be held in suspense and neither you nor the debtor will be entitled to recover this for a period of 14 days from the date the payment was collected, in accordance with the Insolvency Act 1986.

4. Fees and Payment

- 4.1 The Client instructing us will be responsible for paying the fees as specified in the accepted Quotation, in accordance with these terms of payment. Payment will remain due regardless of whether you are awaiting legal aid or another form of payment from your end-client.

- 4.2 All prices quoted are exclusive of VAT, where applicable.

- 4.3 Unless we agree otherwise in writing, all payments are due up front, in advance, upon instruction. We will be unable to commence the Services until such time as payment has been received in full, where applicable.

- 4.4 You agree to pay for all disbursements, such as court fees, together with mileage and other expenses where specified in the Quotation, in advance. If the cost of any disbursements changes between the date of instruction and the date of payment, we will notify you accordingly and you will be required to pay the new amount.

- 4.5 You also agree to pay for any additional charges for delays or where additional time is required to perform the Services through no fault of our own, and for Services provided by us at your request that are not specified in the Quotation. These Services will be charged in accordance with our current, applicable rate in effect at the time of performance, or such other rate as may be agreed.

- 4.6 All invoices are payable within 7 days from the date of invoice, without set-off, withholding or deduction.

- 4.7 Time for payment is of the essence of the Contract. If you fail to make any payment to us in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services, and/or charge you interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum above the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We will also charge for any costs we may incur in attempting to recover any outstanding debt.

5. Cancellation and Termination

- 5.1 Subject to clause 5.3, you are not otherwise entitled to cancel or terminate the Contract once it is formed, unless we agree otherwise in writing. Please note that in the event of cancellation or termination, you will remain liable to pay for the total Contract value.
- 5.2 Please note that we are not obliged to accept any Assignment and will inform you where this is the case. We may also cancel or terminate the Contract for any reason at any time. If we cancel or terminate and you have paid for Services we have not yet provided, then those sums will be refunded to you on a pro rata basis.
- 5.3 Either party may terminate the Contract immediately by giving the other party written notice if:
- 5.3.1 either party breaches the Contract in any material way and if the breach is capable of remedy, fails to remedy it within 14 days of being notified of the breach; or
- 5.3.2 a receiver is appointed of any of either party's property or assets, either party becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or goes into bankruptcy or liquidation (except for the purposes of amalgamation or re-construction), or anything similar occurs in relation to either party.
- 5.4 In the event of termination due to your default under clause 5.3, we will retain any monies paid in advance and will invoice for any Services carried out by us up until the date of termination, which will be immediately due and payable.

6. Liability and Indemnity

- 6.1 Nothing in these Terms and Conditions excludes or seeks to limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 6.2 Except as provided in clause 6.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the maximum extent permitted by law.
- 6.3 Please note that we are not legal advisors. We may provide guidance on certain matters but this should not be relied upon as professional legal advice and we cannot be held responsible for any actions taken or loss or damaged incurred as a result. We may provide recommendations or make referrals to third party suppliers and service providers (such as solicitors) for this or any other purpose, and you are under no obligation to accept these recommendations or suggestions but if you decide to, you will be solely responsible for ensuring the relevant third party is suitable for your needs. A separate contractual relationship will be created between you and the third party, under separate terms and conditions. You will be responsible for making arrangements with them and paying them directly and we cannot be held liable for the quality, reliability, or suitability of their services or for their actions or inactions.
- 6.4 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you under the Contract.
- 6.5 You agree to indemnify us against all damages, costs, claims and expenses suffered or incurred by us as a result of your actions or inactions under the Contract.

7. **Confidentiality:** Both parties agree that they will not use any confidential information provided by the other, except to perform their obligations under the Contract. Each party will maintain the information's confidentiality and will not share it with any third party, unless so authorised by the other party in writing or unless required to do so by law.

8. Intellectual Property

- 8.1 Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Services. This includes, but is not limited to, any photographs and videos taken as evidence, and any documentation we produce. Nothing in the Contract will vest any ownership rights in you and you are not permitted to share such intellectual property with any third party without obtaining our prior written consent. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 8.2 You warrant that any document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
- 8.3 Any documentation we may provide will be submitted in our normal standard format only. If additional copies or specific requirements are requested, we reserve the right to apply additional charges.

9. **Force Majeure:** Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond that party's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, act of terrorism or war, governmental action or any other event that is beyond the control of the party in question.

10. Data Protection

- 10.1 Both parties agree to comply with the provisions of the UK General Data Protection Regulation and the Data Protection Act 2018 any subsequent amendments to this legislation.
- 10.2 If you provide us with, or allow us access to, the personal data of any other person (for example, that of your debtors), we will only use that data to provide our Services and will not use it for any other purpose.

11. Other Important Terms

- 11.1 We may transfer (assign) our obligations and rights under the Contract to a third party (if, for example, we sell our business) and if this occurs, we will inform you in writing. Your rights under the Contract will not be affected and our obligations under the Contract will be transferred to the third party who will remain bound by them. You may not transfer (assign) your obligations and rights under the Contract without obtaining our express written permission, which will not be unreasonably withheld.
- 11.2 Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 11.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract.
- 11.4 If one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 11.5 No failure or delay by either party in exercising any rights under the Contract means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Contract means that we or you will waive any subsequent breach of the same or any other provision.
- 11.6 Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or 3 working days after the posting of any letter. In proving service, it will be sufficient to prove, in the case of a letter, that it was properly addressed, stamped and placed in the post and in the case of an email, that it was sent to the email address of the addressee.

12. Law and Jurisdiction

- 12.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 12.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.