

CRAR PROTECTIVE WARRANT OF CONTROL



We are hereby authorised, pursuant to Part 3 of the TCEA 2007 Tribunal, Courts and Enforcement Act, Commercial Rent Arrears Recovery (CRAR)

Tenant: _____ Company No: _____
 Demise Address: _____ Billing Address: _____
 (if different)
 Tenant's Address: _____
 (for the sum of) Outstanding amount: (rent, interest + VAT only recoverable)
 (being arrears of rent due to the Landlord) Name of Landlord: _____
 Is Landlord VAT Registered? (Y/N) VAT No: _____
 Monies being due on: (Day) _____ (Month) _____ (Year) _____
 SCAR Outstanding amount: (service charge, insurance, other) _____ Statement Attached: _____

And to proceed therein for the recovery of the said Rents and Costs of Enforcement by Taking Control of Goods as the law directs: And for so doing, this shall be your sufficient Warrant, Authority and indemnification against all Actions at Law, as well as against all costs, charges or expenses which you may incur or be liable to pay by reason of your executing this Warrant and hereby undertake not to hold you accountable for any goods forcibly or clandestinely removed. Further, where you are acting as an agent, this agreement is also our guarantee to fully indemnify and to pay all fees and additional liabilities that are due from the principle under this agreement whether demanded or not.

SPECIFY TENANCY

Factory Unit Shop Office Open Land Other: (please specify)

There is a signed tenancy agreement in place between landlord and tenant

The tenant is holding-over but not exceeding a period of 6 months

Supporting documents attached: Invoice Statement of account

Signature of Person Authorising Instruction

Dated this (dd/mm/yy)

By authorising this instruction we confirm that we have read and accept the Standard Terms and Conditions of service.

GDPR NOTICE: By submitting this form you do so as data controller with a lawful purpose(s) in holding the data provided to us.

Surveyor Name

Credit Control Name

Company Name

Telephone Number

PAYMENT DETAILS FOR MONIES RECOVERED

Bank

Sort Code

Account No

Your Reference

Greenside House, 5 Portal Business Park, Eaton Lane, Tarporley, Cheshire, CW6 9DL

Tel: 0800 002 9049 Fax: 0845 241 5006 Web: www.debtsquared.com Email: rams@debtsquared.com

STANDARD TERMS AND CONDITIONS OF SERVICE



COMMERCIAL RENT ARREARS RECOVERY (CRAR)

1. TERMS OF A PROTECTIVE WARRANT

A Protective Warrant is a Controlled Goods Agreement issued by Debt Squared Group. The company determines that a Protective Warrant is a set payment arrangement that has been agreed between the instructing client and tenant and administered either by Debt Squared Group or the instructing client. A Protective Warrant is a payment arrangement that is more than 28 days in term or otherwise agreed at the discretion of Debt Squared Group at all times.

2. GENERAL

2.1 The Instructing Client and/or Claimant Landlord (Client) agrees to be bound by the terms and conditions in this Schedule upon providing Debt Squared Group Limited with a signed Warrant of Control.

2.2 If any provision of these terms and conditions is held to be invalid or unenforceable in whole or in part, the validity of the remainder of the condition(s) shall not be affected.

3. CLIENT PROVISION OF AUTHORITY

3.1 Unless the Client notifies us in writing, we will assume that we have the authority of the Client to prepare and sign certain documents on our behalf such as, but not limited to, the 7 day Enforcement Notice, Controlled Goods Agreements and Payment Arrangement forms.

4. PROVISION OF ADVICE

4.1 Debt Squared Group is not authorised to provide legal advice in any form. Any advice provided by Debt Squared Group Limited relates strictly to the provision of services undertaken by Debt Squared Group Limited and should not be relied upon by the Client as advice in a wider context or advice relating to any litigation or dispute in which the Client is a party.

4.2 Debt Squared Group Limited accepts no liability for any actions which the Client may take or loss or damage which the Client incurs as a result of advice given in any communication with Debt Squared Group Limited. We recommend that you seek independent legal advice in relation to any legal issues at all times.

5. FEES

5.1 Debt Squared Group Limited will case load Statutory Fees as part of Section 72, Part 3 of the TCEA 2007, and Commercial Rent Arrears Recovery (CRAR) to each commercial tenant account and recover these as part of the new debt balance.

5.2 Debt Squared Group Limited reserves the right to deduct some or all of the Statutory Fees due prior to making any payment to the Client.

5.3 Where an instruction progresses to the Enforcement stage, an enforcement officer attends and establishes that the property is vacant or that the tenant has been entered into some form of insolvency process which prevents CRAR from progressing, then Debt Squared Group Limited will not seek to recover any Statutory Fees from the Client.

6. DISBURSEMENTS (General Provisions)

6.1 Any disbursement costs prescribed under CRAR which are incurred during the process by Debt Squared Group Limited will be off-set against monies recovered in the first instance.

7. RECOVERABILITY OF FEES AND CHARGES

7.1 In the event that the debtor makes payment directly to the Client or where the Client comes to a payment arrangement directly with the debtor, then the Client agrees to fully indemnify Debt Squared Group Limited in consideration of all Statutory Fees due at that point and which would otherwise have been recoverable from the debtor and further agrees to pay all Statutory Fees due, to Debt Squared Group Limited within seven days.

7.2 Should the instructing Client cancel or withdraw an instruction, subsequent to Debt Squared Group Limited being instructed, then the Client agrees to fully indemnify Debt Squared Group Limited in consideration of all Statutory Fees due at that point and which would otherwise have been recoverable from the debtor and further agrees to pay all Statutory Fees due, to Debt Squared Group Limited within seven days.

8. VAT

8.1 Should the Claimant Landlord be VAT registered and therefore liable for the VAT element of the Statutory Fees, then Debt Squared Group Limited will issue a VAT invoice(s) to the Claimant Landlord, directly or via their Representative (Instructing Client), at the time that the VAT becomes due. The Claimant Landlord and/or their Representative agree to pay the VAT invoice(s) in full within 30 days of the date of the invoice.

9. CARE AND DILIGENCE

9.1 The Client shall warrant that the information supplied to Debt Squared Group Limited is correct at all times.

9.2 The Client shall defend, indemnify and hold harmless Debt Squared Group Limited, its directors, shareholders and employees against all loss, damage liability or legal claim (including legal costs) which is brought against Debt Squared Group Limited, its directors, shareholders and employees arising out of or in connection with the provision of services undertaken by Debt Squared Group Limited.

9.3 The client shall indemnify Debt Squared Group Limited against any additional costs that Debt Squared Group Limited may incur as a result of specific directions provided by the Client in the course of an instruction. This will include, but is not limited to, legal costs on cases that may have been escalated through the process.

9.4 Debt Squared Group Limited shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside of its control, and due to the default of the client and /or its own agents.

10. GDPR

10.1 By submitting this form you do so as data controller with a lawful purpose(s) in holding the data provided to us.

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