

Site Plan For Demise Address Attached:

Demise
Address:

We hereby authorise and empower you to effect the removal of unlawful occupants in the manner allowed under any relevant statutory provisions and the common law remedies which is set out in the Office of the Deputy Prime Minister – Unauthorised Encampments (Halsbury Law) to the tort of trespass / unauthorised encampments.

And we as (Landlord / Freeholder / Managing agent)* unconditionally and irrevocably agree to indemnify and keep indemnified you from and against all and any, costs, claims, liabilities and damages suffered or incurred by you and arising from our instructions to you under this warrant (including all those arising from any inaccurate information supplies to you by us) PROVIDED THAT such losses, costs, claims, liabilities and damages suffered or incurred do not arise through any failure on your part to execute the said warrant within the scope of your legal powers.

Dated this (dd/mm/yy)

CLIENT DETAILS

Your Company Name:

Your Reference:

Your
Address:

Your Phone:

Out of Hours Contact

Contact Name:

Telephone No:

Invoices Payable to:

*This form must be signed

Signature of Person Authorising Instruction

Surveyor Name

Credit Control Name

Company Name

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

Telephone Number

Print Name:

Date:

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

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

Tel: 0800 002 9049 Web: www.debtsquared.com Email: rams@debtsquared.com

EVICTIONS & PROPERTY / LAND CLEARANCE

1. GENERAL

1.1 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 completed instruction form.

1.2 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.

2. CLIENT PROVISION OF AUTHORITY

2.1 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 your behalf such as, but not limited to, the Notice of action to be served at the demise address.

3. PROVISION OF ADVICE

3.1 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.

3.2 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.

4. DISBURSEMENTS (General Provisions)

4.1 Any disbursement costs incurred during the process by Debt Squared Group Limited will be the responsibility of the Client.

5. RECOVERABILITY OF FEES AND CHARGES

5.1 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 fees including disbursement costs.

6. CARE AND DILIGENCE

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

6.2 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.

6.3 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.

6.4 Debt Squared Group Limited shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside of its control.

7. GDPR

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

STANDARD TERMS AND CONDITIONS OF SERVICE



1. "THE COMPANY" MEANS FAST GUARD SECURITY SERVICES a trading style of DEBT SQUARED GROUP LIMITED.
2. "THE SUBSCRIBER" MEANS the party with whom the Company is contracting.
3. "THE SERVICES" MEANS the services described in the SURVEY report relating to individual contracts and any authorised amendment or addition thereto.
4. All rates are on a minimum four hour billing.
5. All rates are subject to VAT at the current rate.
6. For account holders, our payment terms are 28 days from date of invoice.
7. All sums payable under such Contracts shall be invoices monthly without discount unless otherwise agreed in writing 30 days from the date of invoice 4% interest shall be charged on all outstanding accounts monthly.
8. All prices are valid for 14 days and, thereafter, are subject to change.
9. No deletion or variation of these conditions will be recognised by the Company unless an authorised member of the Company has previously agreed such deletion or variation in writing.
10. The Company will provide the Services but shall not be obliged to do so and shall not be liable for loss or damage of whatsoever nature suffered by the Subscriber for failure to do so in the event that the Company is prejudicially affected in the discharge of the services or part thereof as the result of a lock-out or other labour dispute, affecting the employees of the Company or the Subscriber where in the latter case, the effect is to prevent or hinder the Company's servants or agents from performing the Services.
11. Any event beyond the Company's control preventing or hindering the Company's servants or agents travelling to the Subscribers premises inclusive of but not exhaustively comprising mechanical breakdown impedance by any road traffic congestion and adverse weather conditions.
12. War act of hostile forces civil disturbance or extensive disruption of public services, in the event of such occurrences the services may be suspended until circumstances permit their reinstatement and the period of suspension shall be added to the term of this agreement.
13. The presence of hazards due to defective structure or means of access, the presence of noxious toxic combustible explosive or radioactive substances or any other state the of the Subscribers premises rendering them dangerous in the Company's opinion to any servant or agent of the Company.
14. If the Subscriber requests the Company or its servants or agents to undertake services in excess of the Services provided for (otherwise than by an agreed variation as provided for in the Contract) such services shall be subject to further charges by the Company.
15. Upon the happening of any event which may give rise to a claim against the Company its servants or agents a notice of such event containing sufficient detail for the event to be identified must be given to the Company in writing within seven days of the same coming to the Subscribers attention or of the date upon which it ought to have come to the Subscribers attention.
16. The Company may terminate any Contract for the supply of Services at any time if the Subscriber makes default or is in arrears in payment of any sum due hereunder or commits any other breach of such contract or at any time if the Subscriber becomes insolvent or has a Receiver appointed.

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