

SCAR PRE-LEGAL DEBT RECOVERY



Commercial Service Charge Arrears and Insurance Pre-Legal Recoveries.

Tenant:

Company No:

Demise
Address:

Billing
Address:
(if different)

Tenant's
Address:

Telephone:

Mobile:

Email:

(for the sum of) Outstanding amount: (service charge, insurance and other +VAT)

(being arrears due to the Landlord)

Name of Landlord:

Monies being due on: (Day)

(Month)

(Year)

Attached Info

Statement of Arrears

Copy Tenancy/Service Agreement

Additional Supportive Information

SPECIFY TENANCY

Commercial

Office

Shop (Lock-up)

Shop / Dwelling

Warehouse / Factory

Open Land

Local Authority

Ground Rent

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

Every effort will be made by Debt Squared Group Limited to recover outstanding monies and cost effectively and within reason. There is however, no guarantee either expressed or implied that such money will be recovered. Debt Squared Group Limited shall be indemnified by the client for any actions taken by itself or its agents after contracting Debt Squared Group Limited to act on its behalf. If such actions prejudice Debt Squared Group Limited's ability to collect (for example, by interfering with the collection process), Debt Squared Group Limited reserves the right to charge such commissions that would be due as if the debt had been collected in full. The client must not make direct communication with the debtor(s) after the debt(s) is passed onto Debt Squared Group Limited. If the debtor(s) attempt to contact the client, the client must immediately refer the debtor(s) directly to Debt Squared Group Limited. If this condition is broken, this is liable to prejudice Debt Squared Group Limited's ability to collect and commission will be due to Debt Squared Group Limited as if the debt was collected in its entirety. Once Debt Squared Group Limited has been instructed, all monies collected are subject to commission at the rate relating thereto, whether the monies come in directly to the client or are paid to Debt Squared Group Limited, unless Debt Squared Group Limited has terminated the instruction or advised the client that it cannot recover the debt. Commission will only be taken by Debt Squared Group Limited as a percentage of the collected amount and not as a percentage of the total debt submitted. If instalment payments are made, each payment will be charged at the commission rate band applicable to the size of the payment.

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

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

SCAR LEGAL SERVICES

Please tick here, if you are interested in our SCAR Legal service and our recovery agents will be in touch to discuss the benefits in more detail.

Debt Squared Group can coordinate outstanding tenant Service Charge & Insurance Arrears with our award-winning Solicitors specialists.

Intelligent Working Partnerships

Debt Squared Group creates joint venture collaborations with industry specific experts who can support and complement our business. We refer to these as Intelligent Working Partnerships. The Intelligent Working Partnerships provide strategy and service product solutions so that we have a fully strategic and operational delivery of services that are appropriate to our UK client-base.

Debt Squared Group using the framework of the partnership has built an internal pre-legal collection model within a law firm. Through investment and experience the working partnership centralises resources to deliver bespoke recovery programmes with the ability to move quickly and efficiently into legal services.

Our clients benefit from:

- No Letter-Before-Action fee payable when no payment is secured
- No upfront costs, fees or disbursements
- A dedicated key contact for all your property management queries

“In our experience Landlords that deal with debts quickly, can expect to recover the full outstanding in 80% of cases when utilising a Letter-before-Action”.

Hillyer McKeown LLP - 2019

Extended Service Menu

In the absence of payment being secured from the Letter-before-Action, our appointed solicitors and assigned experienced legal litigator will be able to escalate anyone debt account into the following services:

- **Statutory Demand**
A statutory demand is a formal written warning from a creditor. It will state that if you don't pay your debt or come to another arrangement that's acceptable to the creditor, they can start court proceedings to make you bankrupt. In our experience statutory demands are an extremely effective way to secure payment.

- **CCJ High Court Enforcement**

If you've obtained a County Court Judgment for more than £600, a High Court Judgment, or an order for possession, we can recover these for you. We offer a responsive 7 day a week fast but fair enforcement service, consistently achieving high collection rates for our clients nationwide.

- **Winding-Up Petition**

A winding up order can be used by creditors to enforce payment of a debt by a delinquent company. Often as an act of last resort, creditors petition the court to have the business liquidated, usually after several failed attempts to recover their money. This is a very effective way to secure money from a limited company.

- **Insolvency Proceedings**

Sometime a debtor company may decide to place itself into insolvency. This is called Creditors' Voluntary Liquidation (CVL), and is a process that results in limited returns for company creditors. However it represents a failure of your collection strategy as you have not recovered in full. We can help you identify those companies that owe you money that are in financial difficulty before it is too late. By spotting them before they go insolvent we can escalate enforcement and maximise your opportunity to get paid in full.

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STANDARD TERMS AND CONDITIONS OF SERVICE



SCAR & PRE-LEGAL DEBT RECOVERY

1. GENERAL

1.1 The instructing Client and/or Claimant (Client) agrees to be bound by the terms and conditions in this Schedule upon providing Debt Squared Group Limited with a signed instruction.

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 our behalf such as, but not limited to, the 7 Day Letter and the Pre-Legal Debt Recovery letters in relation to the recovery of outstanding monies.

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. FEES

4.1 Debt Squared Group Limited will undertake all SCAR/Pre-Legal Debt Recovery instructions on a no collection - no Fee basis. Fees recoverable in consideration of the successful collection of monies, will be confirmed prior to any work being undertaken, in writing, by Debt Squared Group Limited.

4.2 Debt Squared Group Limited has no contractual agreement with the debtor however, the instructing Client, pursuant to the terms of a signed tenancy/terms of business/agreement/contract, may reserve the right to recover costs, charges and interest on late payment(s). Upon Debt Squared Group Limited being instructed and subject to the terms of the signed tenancy/terms of business/agreement/contract to which the named debtor is a party, Debt Squared Group Limited will apply Fees as part of the total debt sum recoverable from the debtor.

If there is no written and signed tenancy/terms of business/agreement/contract between the parties, or the authority to reserve the right to recover costs, charges and interest on late payment(s), any and all Fees due to Debt Squared Group Limited will be the responsibility of the Client.

4.3 Within a Pre-Legal Debt Recovery / SCAR process, Debt Squared Group Limited has no legal authority to pursue the debtor for the Fees and relies upon the debtor paying the debt amount, including Fees, into their nominated client bank account.

If the debtor pays the Client directly, net of the Fees due, and the Client accepts the payment, then the Client will become immediately liable for all Fees due to Debt Squared Group Limited which would normally have been recovered from the Debtor by Debt Squared Group Limited. In this situation the Client agrees to pay the Fees due to Debt Squared Group Limited within seven days of receipt of payment from the debtor.

5. DISBURSEMENTS (General Provisions)

5.1 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.

6. RECOVERABILITY OF FEES AND CHARGES

6.1 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.

6.2 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.

7. CARE AND DILIGENCE

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

7.2 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.

7.3 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.

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

8. GDPR

8.1 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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