

AUTHORITY TO EFFECT END OF TENANCY / FORFEITURE OF LEASE



We hereby authorise Debt Squared Group to effect peaceable re-entry and thereby secure forfeiture of the lease between:

Tenant:

AND Landlord:

RELATING TO

The Demised
Premises at:

AS ALLOWED UNDER CLAUSE AND DATED

Clause:

Date:

And so thereafter arrange for the premises to be secured and the locks to be changed upon the said premises. And for your 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 execution of these instructions. We also undertake to pay your fees for possession together with the appropriate sum of VAT and locksmith charges incurred.

Dated this (dd/mm/yy)

Please confirm by selecting the following services are to be undertaken as part of the appointment by Debt Squared Group:

Lock Change: Digital Locking: or Key Lock Change:
Torts Notice: Meter Readings:
Property Drain Down: Outer Windows (ground level) Steel Screening:
Void Inspections thereafter: Weekly: Monthly: Other/please specify:

CLIENT DETAILS

Your Company Name:

Your Reference:

Your Address:

Out of Hours Contact

Contact Name:

Telephone No:

Invoices Payable to:

Greenside House, 5 Portal Business Park, Eaton Lane, Tarporley, Cheshire, CW6 9DL
Tel: 0800 002 9049 Web: www.debtsquared.com Email: rams@debtsquared.com

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If you own any property/land, you can face claims for compensation if a member of the public suffers an injury whilst on it, even if the property/land doesn't have public access. That means whatever type of property/land you own - whether it's a small field or large estate, a private car park in town or a sports field - the landlord must ensure a suitable level of liability insurance is in place at all times.

Remember - legally the onus is on the landlord to protect the public from injury. That means that even if someone has an accident whilst trespassing, they can make a claim against the landlord.

AUTHORITY TO EFFECT FORFEITURE STANDARD TERMS AND CONDITIONS OF SERVICE

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.

1.3 The clearVIEW360 will be undertaken subject to there being power in the premises.

1.4 A Property Risk Assessment report will be completed and submitted, following the attendance by Debt Squared and the lease being formally terminated.

1.5 Abortive visits will be charged at the agreed rate.

1.6 Abortive visits are determined by Debt Squared Group being unable to effect forfeiture.

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, and due to the default of the client and /or its own agents.

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.

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

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Registered Office: Pennine Place, 2a Charing Cross Road, London WC2H 0HF.

Company Number: 06729253. VAT Number: 192 1676 91. Registered in England and Wales.

Clearway Debt Squared is a trading style of Debt Squared Group Limited.

Debt Squared Group Limited is a Clearway Group company.