

## COMMERCIAL RENT ARREARS RECOVERY (CRAR) INSTRUCTION FORM

\*Required fields

### CONTACT DETAILS

Company Name\*

Solicitor

Landlord

Agent

Address\*

Town / City\*

County\*

Postcode\*

Telephone No\*

Email Address\*

Reference\*

Additional Information (i.e. fax, email, mobile, car or asset details)

### COMMERCIAL RENT ARREARS DETAILS

PLEASE NOTE: You are not able to use commercial rent arrears recovery to collect service charges or insurance. You can only instruct HCE Group to collect rent arrears.

Being Rent

For the sum of (£)\*

Date Rent Due\*

Date amount covers up until\*

For doing so this shall be sufficient warrant of authority, and I further undertake to hold you harmless in respect of the said Commercial Rent Arrears Collection instruction and from all legal proceedings connected therewith.

To authorise HCEG simply complete this form and post, fax or scan and email it to:

### High Court Enforcement Group

141 Walter Road

Swansea SA1 5RW

DX: 52966 Swansea

E: [commercialservices@hceggroup.co.uk](mailto:commercialservices@hceggroup.co.uk)

T: 01792 455 755

### LANDLORD DETAILS

Title\*

First Name\*

Surname\*

Trading Name\* (if applicable)

### TENANT DETAILS

I/We do hereby authorise you to distrain the goods and chattels of:

Title\*

First Name\*

Surname\*

Trading Name\* (if applicable)

### ADDRESS OF TENANT

On the premises now in his/her/their possession, situated at:

Address\*

Town / City\*

County\*

Postcode\*

### DECLARATION

I agree to the terms and conditions and confirm that to the best of my knowledge the contents of the form are true.

Please send me your monthly newsletter, details of eBooks, webinars and events. I acknowledge that I can unsubscribe at any point by clicking on the "unsubscribe" link in the email. Please read our Privacy Policy.

Signature\*

Date\*

## COMMERCIAL RENT ARREARS RECOVERY (CRAR) INSTRUCTION FORM

### TERMS AND CONDITIONS

These terms will apply to all services provided by us to you, except as expressly varied by High Court Enforcement Group Limited (HCE Group).

#### DEFINITIONS

You, Your: the person to whom we are providing the service/s.

We: High Court Enforcement Group Limited are registered in England and Wales as a Limited Company: Company Number 04527630, Registered Office, Marine House, 2 Marine Road, Colwyn Bay, Conwy, LL29 8PH

#### ACCEPTANCE OF TERMS

By accessing the content of [www.hcegroup.co.uk](http://www.hcegroup.co.uk) ("the Website") you agree to be bound by the terms and conditions set out herein and you accept our privacy policy available at [www.hcegroup.co.uk](http://www.hcegroup.co.uk). If you do not agree to any of the terms and conditions set out in this agreement or the privacy policy you should not use our services on the Web site, these terms and conditions apply to written instructions also.

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

Your instructions give authority to HCE Group or their agents to visit at the name and address supplied by you in order to collate information to prepare a report and/or to collect any monies due on your behalf and as your representative.

#### PAYMENT

Where the Payment Terms provide for fees to be charged, you will make all payments within 14 days of the invoice date, by cheque or bank transfer to our bank account, details of which are available on request. Where such payments are in conjunction with court fees, these fees must be paid immediately upon such instruction. Any delay in such payments may result in the service being provided, being deferred until HCE Group receive the payment.

#### CHARGES

Should the matter prove abortive we charge £75.00 plus VAT for our attendance fee, if payment is made direct after our involvement, then the statutory fees will be payable by the landlord in such an event.

#### CARD PAYMENTS

Where we recover money on your behalf by means of a credit card or debit card payment, then we will endeavour to ensure that the payment is classed as "cardholder present", and in particular we will ask the cardholder to sign a form of authority for payment on the cardholder's card. If we are not able to obtain such a signed authority, and any payment is refused by the relevant credit card or debit card company within 12 months after payment was initially made, then we may give you notice of the refused payment, and you shall reimburse that payment within fourteen days of that notice.

#### MONEY RECOVERED

We will account for all cleared funds direct to you on a Friday by cheque or BACS payment. Where money is recovered in part, our fees will be recovered out of the initial payment and surplus paid over to the landlord.

#### INSTRUCTION/ SUBMISSIONS

In the event that you provide us with inaccurate information relating to the debtor's name or address and an attendance has been made, our attendance fee will be payable.