



JUDGMENT TRANSFER-UP

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 signing the transfer up request you on behalf of the claimant hereby authorise HCE Group to transfer up the enclosed County Court Judgment to the High Court for execution by a High Court Enforcement Officer and for this purpose only authorise HCE Group to sign the N293A on your behalf where necessary.

By accessing the content of 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. 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.

CHARGES

Should the matter prove abortive we charge £75.00 plus VAT for our attendance/administration fee.

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.

We will remit to you all cleared funds recovered on your behalf, after the 14 day statutory period, (s.184 and s.346 Insolvency Act 1986), funds are held in our client account and will be submitted after deduction of the statutory charges in respect of both fully and partly paid Writs. Where a part remittance is made 35% of the money recovered will be retained towards our fees, these fees have been added to the debt and are recovered from the debtor.

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.

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.