

**Civil Enforcement Agents Limited [CEA Ltd]
NOTICE TO JUDGMENT CREDITORS OF TERMS
& CONDITIONS**

**This Notice sets out the way-in which we
deal with
Judgements & Writs of Control**

1. Upon receipt of an enquiry from a Judgement Creditor and payment of the appropriate fees [£66 Court Fee, £90 Abortive Fee] we will apply to the relevant County Court for issue of a certificate on form N293a.
2. If requested we will make pre writ enquiries and attempt to recover the Judgement Debt prior to application for issue of Writ.
3. Upon receipt of the sealed certificate as above, we will apply to the appropriate District Registry of the High Court for issue of a writ of control.
4. Upon receipt of the Writ from the District Registry we shall immediately pass it on to our County Enforcement Team & their Appointed High Court Enforcement Officer [Sheriff] Nicholas Todd, for allocation and enforcement.
5. The enforcement will be by an EA at the discretion of County or of the AHCEO.
6. The EA will attend at the address specified by the Judgement Creditor and at any other address so specified in the writ. An abortive fee may be payable at each address attended.
7. Upon first attendance, the Enforcement Agent will seek to obtain payment in full. Failing that, to take an inventory and obtain a signed Controlled Goods Agreement and payment plan.
8. The E.A.'s act, through the AHCEO under the authority of the Writ in accordance with the rules of Court. Whilst this process is put in motion at the instigation of the Judgment Creditor, they do not act as his agent, nor as an enquiry agent. A Judgment Creditor is entitled to receive a report of the Officer's attendance at the indicated premises,

together with any information available on that attendance.

9. If the Judgment Creditor requires additional enquiries to be made, that will be his responsibility. We can refer cases for further enquiries, such as tracing a debtor's whereabouts if you wish to instruct that.

10. Debtors often wish to make proposals for payment. We may refer any such proposals to the Judgment Creditor or their solicitors. We shall wait for a period of 2 weeks for a response before proceeding further on the Writ on the basis that the proposal is not accepted.

11. Sometimes a third party claim to goods is indicated. We will initially refer such a claim to the Judgment Creditor/solicitors, who will be invited either to accept or dispute the claim in accordance with current legislation. If the claim is accepted, or if we do not receive a response within the appropriate time, we shall release the claimed goods to the third party. If the Judgment Creditor disputes the third party claim, they must apply to the Court to determine the ownership of disputed goods. Such application will be at the cost of the parties subject to order of the Court. Such a claim can only be determined by the Court, as we do not have the power to do so and must remain impartial.

12. The Officer will provide an estimate of the value of goods seized, to be carried out in good faith. Whilst we will consider any representations made, we cannot accept instructions or directions from either Creditor or Debtor as to the goods to be seized, for example where the Officer estimates that the value is insufficient to cover the cost of removal and sale. Additionally, this also applies to the seizure of specific goods. You must proceed on a Warrant of Delivery if you seek enforcement against specific items.

13. If it is necessary to remove goods from the Judgment Debtor, contractor's fees will be incurred. There may also be storage fees

while an auction date is arranged. Storage will be in a secure facility. There may be further delay if, for example, a third party claim has been indicated and it is necessary to await the Court's determination of the ownership of the goods. The Judgment Creditor will be liable for these costs and fees in the event that they are not recoverable from the Debtor.

14. We try to obtain payment of our fees, charges and contractors' costs from the Debtor where possible. If these funds are not available in addition to the judgment debt, then they will be deducted from such monies as are recovered. If there is a shortfall, we will raise the charge to the Judgment Creditor.

15. Should the Judgement Debtor apply for, and succeed, in having the Judgement set aside, the Judgement Creditor will be liable for our fees and costs. Those fees and costs will be those which we would be entitled to charge for a successful collection, including a full commission. Fees and costs are shown at para 20. This will apply at any time after CEA Ltd have been instructed.

16. Should the details given by the Judgement Creditor be incorrect or false to obtain Judgement or to initiate the enquiry, paragraph 14 will apply in regard to fees and costs. Fees and costs are shown at para 20.

17. Should we be unable to proceed with the enquiry or to enforcement due to any error or omission by the Judgement Creditor, paragraph 14 will apply in regard to fees and costs.

18. If the Judgment Creditor requires a formal return to the Writ a fee of £5.00 plus VAT will be payable in that regard.

19. The fees charged by the H.C.E.O.[Sheriff] are in accordance with those set out in the Taking Control of Goods (Fees) Regulations 2014. All High Court Enforcement Officers must charge in accordance with such fee scale.

20. The fees charged by CEA Ltd are:

(a) If pre legal enquiries are successful, the commission of 10% of those monies recovered.

21. If you seek clarification of any aspect of the way in which we will act for you, please contact this office.

22. At all times we (and the Judgement Creditor) will act in accordance with the National Standards for Enforcement. These terms & conditions should be read along with those guidelines which contain duties, responsibilities and liabilities for both Enforcement Officers and creditors. A copy can be downloaded at

<http://www.justice.gov.uk/downloads/courts/bailiffsenforcement-officers/national-standards-enforcement-agents.pdf>

23. By continuing with the enforcement you accept that you will be bound by these terms and conditions, in addition to our [main Terms & Conditions](#).

24. All enforcement action is undertaken in accordance with

The Certification of Enforcement Agents Regulations 2014
Tribunals, Courts and Enforcement Act 2007
Schedule 12 – Taking Control of Goods
Taking Control of Goods Regulations 2013
Taking Control of Goods (fees) Regulations 2014
Taking Control of Goods National Standards – April 2014