The Sheriffs Office - Terms of Business

Instruction to transfer up (if applicable) and enforce a Writ of Fieri Facias

These terms are set out as the basis on which The Sheriffs Office (a trading style of Sheriffs High Court Enforcement Ltd [SHCE]) provide our services to you, the private individual, authorised company representative or Solicitor instructing us. You shall be and remain 'the client' in all matters relating to this service and subsequent enforcement through Sheriffs High Court Enforcement Ltd.

By completing and signing the attached instruction to enforce a Writ of Fieri Facias (page 1) and signing Part 1 ONLY of the Form N293A (page 2) as Claimant or Claimants Solicitor, you are agreeing to The Sheriffs Office requesting the 'transfer up' of the judgment or order to the High Court for Enforcement and that the enforcement relating to this judgment be carried out by The Sheriffs Office, their officers and agents.

Non Solicitors should be aware that we are not a law firm and we do not provide legal advice. If you require advice about any of the issues relating to the transfer up of a judgment to the High Court, or enforcement thereafter please seek independent legal advice accordingly.

It is your obligation to ensure the details completed in this instruction are true and correct. The Sheriffs Office accepts no responsibility for costs or damages resulting from incorrect and/or untrue information being provided.

Upon receipt of the completed and signed instruction to enforce and Writ of Fieri Facias and Form N293A, any accompanying documents and payment of the Court fee, The Sheriffs Office shall notify acknowledgement of your instruction and provide you with a unique reference number by post (or email if requested) to the address specified.

The Sheriffs Office shall complete part 1 (if appropriate) and part 3 of Form N293A on your behalf. This completed and signed form will be sent directly to the issuing County Court for part 2 to be sealed.

Please be aware that we are reliant upon the speediness of the County Court in the sealing and return of Form N293A. Should there be a delay of over 28 days from the date of acknowledgement, we shall contact the County Court accordingly. We accept no responsibility and shall bare no cost for lost or damaged documents. We will advise you of any loss or damage within 36 hours of knowledge.

Upon receipt of Form N293A with part 2 sealed by the issuing County Court, The Sheriffs Office shall print form 53 Writ of Fieri Facias (Writ of Fi Fa) and arrange for its seal at the High Court or local District Registry. Once more, we are reliant upon the speediness of the Court but should there be a delay of over 7 days we shall contact the court accordingly.

Upon receipt of the sealed Writ of Fieri Facias, The Sheriffs Office shall arrange its enforcement in accordance with the High Court Enforcement Officers Regulations 2004.

The Sheriffs Office shall pass enforcement, to its agents and officers most appropriate for the area in which enforcement should take place.

The Sheriffs Office will make a maximum of 3 visits to the enforcement address as directed to seize the goods, chattels and other property of the defendant. Should the defendant have vacated the property or we are unable to gain peaceable access we will request your further instructions.

Should you direct our enforcement officers to additional addresses you will be liable to an abortive fee of £60 plus VAT per address visited if enforcement is unsuccessful.

The Enforcement Officer will usually accept payment in cleared funds only, by way of cash, debit/credit card, bankers draft and electronic bank transfer. Cheques are only accepted as a last resort if no other method of payment is available.

To avoid confusion, should you and/or the claimant receive contact directly from or on behalf of the defendant you should direct them to The Sheriffs Office immediately. Furthermore, should you receive a payment directly from or on behalf of the defendant this should be forwarded to The Sheriffs Office immediately. You must notify us within 24 hours of receipt of any such payment. Failure to forward payment may render you liable for our full fees, costs and charges.

During our Enforcement Officer's attendance, should the defendant be unable to make payment in full and the goods available for seizure be deemed of insufficient value in order to satisfy the sums due then the Enforcement Officer shall attempt to take part payment and secure the balance of the debt upon the goods seized by way of a walking possession agreement.

The Enforcement Officer shall propose an instalment arrangement to the defendant in order to clear the sums due in the shortest possible and reasonable time. This offer of instalments shall be put to you and/or the claimant in writing for approval.

Any instalment arrangement will be subject to your acceptance, after taking into consideration the Enforcement Officers guidance on the financial worth of assets available for seizure and sale and the financial means of the defendant.

Please note that The Sheriffs Office shall take their fees, costs and charges in full from the first payment providing at least double this amount is collected. If an amount less than this is collected, then we shall split monies received on a 50/50 basis with you and/or the claimant.

Should an arrangement be agreed, The Sheriffs Office shall monitor this and collect the monies accordingly. Should the arrangement be broken, our Enforcement Officers shall re-attend the defendants premises for the purposes of removing the goods seized. This will incur the defendant further fees, costs and charges accordingly.

The Sheriffs Office must hold any monies in accordance with the Insolvency Proceedings (Monetary Limits) Order 1986 (SI 1986, No. 1996) and are to be retained by the Sheriff for a period of 14 days before payment may be made to the client/claimant, (s.184 and s.346 Insolvency Act, 1986). Payment will be made on the 15th day, weekends permitting, thereafter by way of cheque by post.

Please note that whilst monies are in the hands of the Sheriff or Officer, the monies are as it were "in suspense". They are neither funds of the client/claimant nor those of the defendant.

Before the removal of goods where a locksmith, tow truck, removal lorry or other specialist equipment/services are needed, The Sheriffs Office will require a signed indemnity form from you/and or the claimant. This shall be provided at the time of enforcement.

Should you agree to the use of these specialist equipment/services, you/and or the claimant will be liable for the costs and charges of them should sale of the seized goods and/or payment by the defendant not fully cover these. Payment of these costs and charges must be made within 30 days from the date authorised should they not be recoverable from the defendant.

Please note that as with all High Court Enforcement companies, by instructing The Sheriffs Office, you hereby agree to pay the regulatory charges as directed by the Ministry of Justice and the High Court Enforcement Officers Association in relation to abortive fees per address visited if enforcement is unsuccessful. This charge is set as a minimum of £60.00 plus VAT per address visited that we are directed to by you. The Sheriffs Office will always charge the minimum unless exceptional circumstances or additional disbursements (e.g. locksmiths, tow trucks etc) have been authorised by you and/or the claimant.

If judgment is set aside, you negotiate settlement outside the enforcement process or a **consent order is agreed between the claimant and defendant, you and/or the claimant will be liable for our fees, costs and charges in relation to work done and costs incurred**.

The Sheriffs Office reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to The Sheriffs Office in respect of those instructions may be refunded upon written request and approval by the board of Directors of Sheriffs High Court Enforcement Ltd. Please note this does not include any fees which were made payable to Her Majesty's Court Service (HMCS).

The Sheriffs Office reserve the right to charge additional fees if further work of an exceptional or unexpected nature is required. In such circumstances we will give you details in advance of our intended fees. You will then have the opportunity to instruct us not to proceed further if you do not wish to incur these additional fees.

The Sheriffs Office reserves the right to change our fees from time to time without notice. Any change in our fees will not apply to any instructions we have already accepted. Any change in VAT or court fees will take effect immediately, and we reserve the right to delay the processing of transfer-up or enforcement until such time as all monies due are settled in full.

The cancellation of an instruction for transfer up should be made directly to The Sheriffs Office in writing by post and/or fax, by email to info@thesheriffsoffice.com or by telephone to 0845 688 9757. If the Form N293A has been sealed, you will be liable for a £60.00 plus VAT administration fee.

The cancellation of enforcement procedures should be made to The Sheriffs Office in writing (by post or by email to enforcement@thesheriffsoffice.com) immediately. You may be liable to regulatory abortive fees or fees for work done depending on the stage of enforcement and the reason for the cancellation.

Sheriffs High Court Enforcement Limited t/a The Sheriffs Office
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Purley Way,
Croydon
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DX 156870 CROYDON 41

Registered in England & Wales Number: 6422666

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Please forward to this office all signed and completed forms as directed