



CRAR WARRANT OF CONTROL

We are hereby authorised, pursuant to Part 3 of the TCEA 2007 Tribunal, Courts and Enforcement Act, Commercial Rent Arrears Recovery (CRAR)

Tenant:..... Company No:
Demise Address: Billing Address: (if different)
Tenant's Address:.....

(for the sum of) Outstanding amount: (rent, interest + VAT only recoverable)

(being arrears of rent due to the Landlord) Name of Landlord:.....

Is Landlord VAT Registered? (Y/N) VAT No:

Monies being due on:
(Day) (Month) (Year)

SCAR Outstanding amount: (service charge, insurance, other) Statement

And to proceed therein for the recovery of the said Rent and Costs of Enforcement by Taking Control of Goods as the law directs: And for 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 executing this Warrant and hereby undertake not to hold you accountable for any goods forcibly or clandestinely removed.

SPECIFY TENANCY

Factory Unit Shop Office Other: (please specify).....

There is a signed tenancy agreement in place between landlord and tenant The tenant is holding-over but not exceeding a period of 6 months

Supporting documents attached: Invoice Statement of account

Signature of Person Authorising Instruction: Dated this (dd/mm/yy).....

PAYMENT DETAILS FOR MONIES RECOVERED

By authorising this instruction we confirm that we have read and accept the Standard Terms and Conditions of service.

GDPR NOTICE: By submitting this form you do so as data controller with a lawful purpose(s) in holding the data provided to us.

Surveyor Name:..... Bank:.....

Credit Control Name: Sort Code:.....

Company Name: Company Name:

Telephone Number:..... Account No:.....



TERMS & CONDITIONS

1. Latitude Commercial Enforcement Solutions Limited, for the purposes of these Terms and Conditions, trade as Latitude Commercial Enforcement Solutions. LCES provide a number of services to its clients ("the Client") including but not limited to, enforcement, debt recovery, repossession, eviction and legal activities. We are registered at 67 Chorley Old Road, Bolton, BL1-3AJ.
2. You the Client / Claimant agree to be bound by the terms and conditions in this Schedule upon providing LCES with a signed Warrant of Control or Instruction form.
3. LCES reserves the right to decline any instructions without stating a reason. In such circumstances any monies paid to LCES in respect of those instructions may be refunded upon written request and approval by a Director.
4. By completing an Instruction Form/ Warrant of Control and/or instructing LCES by any other means, you, the private individual, company, authorised company representative or legal professional instructing us become the Client and authorise LCES to provide the services to you as set out in the Instruction Form/ Warrant of Control.
5. Unless specified separately in writing, we will assume that we have the instructing client's authority to prepare and sign documents on their behalf such as, but not limited to, Notices of Compliance, Notices of Enforcement, Controlled Goods Agreements, Notices After Entry and Notices of Possession.
6. All instructions are to be delivered electronically. No instruction will be accepted by post or verbally unless specifically agreed by a Director.
7. LCES are not a Law firm and it is not authorised to provide legal advice in any form.
8. LCES accepts no liability for any actions which the Client takes or loss or damage which the Client incurs as a result of advice given by LCES, its Agents or Contractors.
9. LCES will not be liable for any loss of income, profits, reputation, customers or loss of use or opportunity, even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.
10. None of the content presented on any of LCES's websites constitutes legal advice.
11. LCES will apply fees and disbursements as stipulated in The Taking Control of Goods (Fees) Regulations 2014 and/or any other appropriate Regulations and these fees are recoverable from the debtor in the first instance.
12. LCES reserves the right to deduct some or all the Statutory Fees due prior to making any payment to the Client.
13. Any costs prescribed under CRAR (locksmith charges etc) which are incurred during any process will be off-set against monies recovered.
14. In matters relating to the recovery of money, If the Client receives payment on or after the day of instruction, or the instructing client cancels or withdraws an instruction, then the Client becomes liable for the full fees charged by LCES and agrees to fully pay all Statutory Fees otherwise recoverable from the debtor to LCES within seven days.
15. In certain services (e.g. evictions, forfeitures) LCES will invoice the Client directly for the costs associated with providing the service. In such circumstances the Client will make payment of the sums due within the timescales specified on the invoice. If any element of an invoice is queried, the part of the invoice which has not been queried is to be paid in any event.
16. By instructing LCES, the Client agrees to provide LCES with accurate information and documentation.
17. The Client confirms that no other enforcement action is being carried out that will prevent or hinder LCES from carrying out their enforcement duties.
18. The Client confirms that the details given are correct and accepts any responsibility for information given which proves to be incorrect.
19. The Client shall defend, indemnify and hold harmless LCES, its directors, shareholders and employees against all loss, damage liability or legal claim (including legal costs) which is brought against LCES, its directors, shareholders and employees arising out of or in connection with the provision of services undertaken by LCES.
20. The client shall indemnify LCES, against any additional costs that LCES may incur as a result of specific directions provided by the Client in the course of an instruction.
21. LCES reserves the right to charge late payment interest at four per cent above the base rate applied on any balance outstanding. The Client will also make payment of costs associated with debt recovery procedures, where applicable, should the matter remain unpaid beyond the terms stated.
22. Complaints – LCES always aims to provide high quality services to our clients. If you have a concern about the way your case is being handled, then in the first instance please contact our Client Services Team at info@latitudeces.co.uk
23. By submitting/ signing any instruction form, you do so as data controller with a lawful and legitimate interest in holding the data contained