

COURT
ENFORCEMENT
SERVICES.

Service Level Agreement

**EXPERTLY
RESOLVED.**

SERVICE LEVEL AGREEMENT

Overview

This Service Level Agreement (SLA) formalises your business relationship with Court Enforcement Services Limited ("CESL" or "We" or "Us"). It defines what services we have agreed to provide to you (our client), authorises us to process personal data on your behalf as the data controller, and confirms the levels of service you can expect to receive from us.

CESL provides effective and efficient High Court and Civil Enforcement services, with some debt recovery and ancillary services for example tracing/process serving (if part of an agreed process).

CESL will ensure the confidentiality, integrity, and availability of information (including personal data) received from you, as well as that obtained during the agreed process. We operate a robust, professional, and ethical business model, to protect the reputation of our clients and ourselves.

Transfer Up

We offer a free transfer up service to our clients, providing the resulting writ is directed to one of our authorised High Court Enforcement Officers.

There is a court fee (currently £66) which is a court disbursement settled on your behalf. We will invoice the transfer up court fee immediately. **Court disbursements are due for settlement on 7-day payment terms from date of invoice, unless otherwise agreed.**

Processing Instructions

We will load all new instructions on the same day that they are received (if accurate and received before 3pm) and send out any appropriate correspondence as well, subject to influences outside of our control. There is a legal requirement for you as the data controller to ensure the accuracy of any personal data that you provide to us and to make us aware of any changes to personal data so that we can keep it up to date.

All our employed staff engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. CESL has taken commercially reasonable steps to ensure the reliability of employed staff engaged in processing personal data and access to the same is limited to those personnel performing services in accordance with this agreement.

Notice of Enforcement (Compliance Notice Stage)

It is a legal requirement for us to send the Judgment Debtor a statutory Notice of Enforcement prior to any field visits. The notice must give the Judgment Debtor 7 clear days to receive and respond to the notice, this includes weekends, bank holidays and deemed receipt (i.e. 2 days from posting). Therefore, industry wide, the compliance period given is circa 12-13 days.

Enforcement Visits

Should there be no response to correspondence sent, one of our Certificated Enforcement Agents will attend at the Judgment Debtor's address. Where necessary they will take control of goods and, demand payment for the sum to be recovered. Should our Enforcement Agent be unable to make contact on the first visit, they will return at different time periods and up to three visits where required. If upon attending the Enforcement Agent concludes that the Writ is not enforceable, e.g. the Judgment Debtor does not have the means to pay or sufficient assets to take control of, is insolvent/ceased trading, no longer resides, is vulnerable etc. the matter will be returned to the office for review and subsequently may be aborted.

If within the process a new address is obtained, then further visits will be made to this address. The life of a writ is one year from the date of issue or the date of any default under a payment arrangement.

Tracing

On loading the High Court Writ, we will complete a verification and pre-visit intelligence report, gathering information regarding the Judgment Debtor's address, credit movements, bankruptcy, deceased and linked persons.

If at any stage within the process it is identified that the Judgment Debtor does not reside/trade at the given address, we will complete a full complementary free trace using a variety of desktop and credit tools. A report will be sent to you with the trace outcome.

Post Enforcement

If we have exhausted all enforcement efforts, we will complete a free of charge letter and telephone (where details have been obtained) cycle as a final attempt to engage with the Judgment Debtor. This is called our 'Salvage Process'.

Reporting and Case Management

We will provide you with dedicated access to our case management system, using a secure internet connection. This provides real time information for all your cases and enables you to make informed decisions on any next steps.

The case management system provides a secure, real-time case view, standard reporting dashboard and access to an extensive online reporting suite. In addition, you will be able to securely post comments, information updates, direct payment notifications and make requests directly with the operations team. In support of this facility, you can choose to get automated notifications at significant points during the process, for example payments or escalation, and we are able to set specific reports to suit your needs.

However, all case reports (and a full timeline with visit report) are sent to you by email and with the timeline report as a PDF attachment.

Cases on Hold

If you request, we can put a case on hold. We will cease further action upon receipt of your instruction and set the case for review on an agreed date or upon the expiry of a defined time-period. You will receive an automated acknowledgement to confirm that we have put the case on hold and ceased further action.

You can view the cases you have on hold through your secure access to our case management system. If you wish, we can also send you periodic reports detailing cases on hold and awaiting instructions from you.

Accounting for Money

We will notify you of any cleared funds received and remit the same in accordance with applicable legislation, regulations and agreements that are in place at the time. Where money is collected in relation to a High Court Writ, it must be retained for 14 days before it can be paid to a client/creditor. The 14-day retention period is stipulated in the Insolvency Act 1986. If a winding up order is issued against a limited company or a bankruptcy petition against an individual or partnership during this 14-day period, the money recovered must be returned to the Liquidator or Official Receiver. They will then add this to any other money and distribute to all creditors, not just the Judgment Creditor.

Payment priority for cases covered by the Tribunals, Courts and Enforcement (TCE) Act 2007 (and supporting Regulations) will be paid in accordance with the Act. Equally where full payment is not recovered, pro-rata payments will be allocated in accordance with the same and any supporting Regulations.

For non-TCE cases, we will either retain the recoverable Letter Before Action (LBA) fee or invoice you as agreed. This covers the administration costs. We would then pay over the balance on a pro-rata basis until the full amount outstanding is settled.

Cleared funds available will be paid to you at the frequency agreed, by cheque or BACS payment. Payments will be accompanied by an itemised schedule of payments against each case and the schedule total will be the same as the value of the bank transfer (or cheque).

Our standard payment terms are 30 days from date of invoice (unless otherwise stated).

NB: Where an application to set aside the judgment or a chargeback has been submitted within the 14-day insolvency period, we will hold onto the funds until the outcome of the

hearing/dispute. A chargeback can be submitted up to 90 days after receipt of payment. On accounts where we have remitted the monies to yourselves and the cardholder has a successful chargeback, we will request the payment be returned and the case will be reopened to continue enforcement.

Fees

Below is a schedule of fees recoverable under Regulation 4 of the Taking Control of Goods (Fees) Regulations 2014.

Table 2
Enforcement under a High Court Writ

<i>Fee Stage</i>	<i>Fixed Fee</i>	<i>Percentage (regulation 7): percentage of sum to be recovered exceeding £1000</i>
Compliance stage	£75.00	0%
First enforcement stage	£190.00	7.5%
Second enforcement stage	£495.00	0%
Sale or disposal stage	£525.00	7.5%

On abortive/unsuccessful or unenforceable cases we would seek to recover **only** the above compliance fee (£90) inclusive of VAT from you, the instructing client.

Enquiries

We are confident that the information you need will be available to you through access to your cases on our case management system. However, should you be unable to find the information or need further clarification then we encourage you to use the contact details provided with this Service Level Agreement.

Our preferred methods of communication with you are via the case management system or email, as this is quicker, more accountable and is a greener method of communication. We can also send and receive correspondence by Royal Mail Post, Document Exchange (DX) or courier if justified.

Complaints

If for some reason you are not satisfied with our service and have a complaint, then please use our formal complaints procedure to make us aware.

Wherever possible we would like you to resolve the issue with the person who has caused it, however, we understand that in some circumstances this may not be possible. If this is the case, then please contact us on customercare@courtenforcementservices.co.uk or call our Client Services Team on 01992 663399. We will carry out an objective review of the issue and try to resolve the matter.

Where the issue is not straightforward you will be asked to put your complaint in writing. To help us investigate your claim we need you to give us as much information as possible, such as:

- Case reference, name, address etc.
- What has happened and where?
- Any background information about the issue
- When did it happen?
- What are you not happy about?
- What you would like us to do about it?
- Any other relative information

Once received the individual responsible for the area concerned will be asked to comment on the complaint and a root cause analysis will be carried out. You can expect to receive a formal response to your complaint within 10 working days of receipt, however in reality it may be sooner. If we are unable to deal with the matter, we will notify you as soon as this becomes likely with the reasons why.

If the complaint is serious, we may have to notify our Professional Indemnity insurers. You will be made aware of this as soon as it is decided.

Our authorised High Court Enforcement Officers are members of the High Court Enforcement Officers Association (HCEOA) and other directors are members of the Civil Enforcement Association (CIVEA). We are committed to follow the Taking Control of Goods: National Standards, published by the Ministry of Justice in April 2014 and a variety of other related codes of practice and guidelines such as the Information Commissioner's Office (ICO), Credit Services Association (CSA) Code of Practice and Treating Customers Fairly (TCF) FCA Policy.

Joint Commitment

Disputes

We jointly commit to settle any dispute we may have arising out of the agreement by negotiation or mediation, with the jurisdiction of the English Courts being the appropriate remedy, if necessary. We commit to this agreement being governed by English Law.

Reviews

We jointly agree to review this agreement six monthly (or more frequent if appropriate), with focus on the type of services being provided and the level of service being maintained under this agreement.

Credits or Payments

We request that you or your client strictly do not enter into any negotiations directly with the Judgment Debtor after instructing us without letting us know first. In such cases where payment or any agreement is reached without our knowledge or authority, we reserve the right to pursue any statutory enforcement fees payable from either you (our client)/the Judgment Creditor, or the Judgment Debtor.

You agree to notify us of any direct credit or payment made by the Judgment Debtor or their representative, to you or your associates, as soon as is reasonably possible after payment being received.

You agree to pay invoices for fees within the agreed timescales unless you are formally in dispute with us regarding the same.

Insolvency Proceedings

If you or your client/associates receive notification of insolvency proceedings being taken against any Claimant or Judgment Debtor, you agree to notify us as soon as is reasonably practicable.

Communicating with us

You agree to respond to communications from us in the same timeframes as we have set for ourselves, wherever practicable.

If you receive a complaint about us from any source, you agree to notify us in a timely manner (without accepting or allocating blame) and allow us to investigate the issue.

Data Protection and Data Sharing

As required by the GDPR and DPA 2018, our employed staff and Enforcement Agents have received appropriate training on their responsibilities regarding personal data and have executed written confidentiality agreements with us as a data processor. These agreements contain data protection obligations with respect to the processing of client and Judgment Debtors personal data, to the extent applicable to the nature of the services being provided by them as a sub processor.

By signing the Take on Form you acknowledge receipt of this Service Level Agreement and authorise us to process the personal and other data you provide to us during recovery activities, providing that we process the same lawfully and in line with current data protection legislation that may be amended from time to time. You also agree to the terms in the GDPR/DPA Agreement which is also provided with the Take on Form.