



Madagans Commercial Services
giving you a brighter future

TERMS AND CONDITIONS

Terms and conditions, for services provided by **Madagans Commercial Services Limited**,

1. Definitions

- 1.1 “Madagans” means Madagans Commercial Services Limited, Company Number 06632802 whose registered address is at 5 Bramlands Close, London, SW11 2NR.
- 1.2 “The Landlord” means the landlord instructing Madagans to carry out the collection of rent.
- 1.3 “Services” means any of the activities carried out by Madagans on behalf of the Landlord, these services include collection of rents, forfeiture of lease, crar notice, tracing absconding tenants, investigations, process serving and legal services. Madagans may sometimes require the assistance of agents when providing the above mentioned services.

2. Agreement

- 2.1 English Law shall govern this agreement and all parties shall submit to the exclusive jurisdiction of the courts of England and Wales.

3. Debt Recovery

- 3.1 Madagans maintains a separate Client account with its bankers and undertakes to notify the Landlord whenever possible of any payment received and which requires processing through the Client account.
- 3.2 Any monies received and processed through Madagan’s Client account will be accounted to the Landlord as soon as such funds have been cleared, subject to deduction of any fee due to Madagans from the Landlord.
- 3.3 In the event that the Landlord requires Madagans to take payment of debts by way of credit card then Madagans will charge the Landlord 2.5% merchant service charge for all types of card payments. In the event that payment taken by card is paid to the Landlord and then at a later point that card payment is charged back then the Landlord agrees that the monies paid to them will be paid back to Madagans.
- 3.4 Madagans reserves the right to terminate the collection of any outstanding rent either prior to the commencement of the collection process or at any time during the collection process/including the right to withdraw from any legal proceedings issued on behalf of the Landlord.
- 3.5 Fees and/or commissions due to Madagans will be charged on all accounts collected for the Landlord, whether in whole or in part, in accordance with the current rates agreed between the Landlord and Madagans and all charges, with the exception of court fees, will be subject to VAT.
- 3.6 The Landlord agrees that Madagans as the Landlord’s agent may at its discretion appoint a Madagans panel solicitor to act on behalf of the Landlord in collecting any monies due to the Landlord and to enter into any conditional fee agreement with the Madagans panel solicitor on behalf of the Landlord.

4. Clients Liabilities

- 4.1 The Landlord warrants that all rent referred to Madagans for collection services is true and valid.
- 4.2 Where the Landlord receives any payments directly, which necessitate the collection of, or the reduction in the value of, an account already placed for collection by Madagans to be stopped, full details must be notified immediately by the Landlord to Madagans who will charge the Landlord the normal fees and or commission

payable as if that account had been successfully collected by Madagans. Similarly, where the Landlord instructs Madagans to stop collection of an account for no valid reason other than the legal insolvency, death or any other demise of the tenant acceptable to Madagans, then Madagans will charge the Landlord the normal fees payable as if the rent had been successfully collected by Madagans.

- 4.3 Madagans may require additional information from the Landlord to enable Madagans to collect the outstanding rent. Any request for additional information by Madagans to the Landlord should be produced as soon as possible.
- 4.4 In the event that any legal action is commenced on behalf of the Landlord by the Madagans panel solicitor the Landlord will be liable for any costs ordered to be paid by the Court in favor of the Defendant but not for the avoidance of doubt any legal fees payable to the panel solicitor other than Court issue fees save as provided in clause 4.5 below.
- 4.5 In the event of any legal action commenced on behalf of the Landlord becoming defended Madagans shall have the absolute discretion as to whether or not to invoke the provisions of clause 3 and if a Madagans panel solicitor shall have been appointed the Landlord shall be responsible for the Madagans panel solicitor's costs of dealing with the defence in accordance with their terms.

5. Prices and charges

- 5.1 The prices and charges payable by the Landlord are those quoted prior to the commencement of work unless otherwise separately agreed in writing to the Landlord prior to Madagans being instructed to act by the Landlord.
- 5.2 Where prices and charges are not quoted, Madagans undertakes as far as is reasonable and is possible to notify the Landlord of any extraordinary or additional charges before such charges are incurred or likely to be incurred.
- 5.3 All fees and charges are subject to VAT at the prevailing rate where applicable.
- 5.4 Madagans reserves the right to deduct collection fees from all direct payments received on behalf of the Landlord.
- 5.5 Standard payment terms for Madagans are 10 days from invoice date.
- 5.6 Madagans charges interest at 8% above base on late payment of our invoices in accordance to the Late Payment of Commercial Debts act (1998).
- 5.7 The Landlord will bear all fees payable to HMCS incurred during the rent collection process and where appropriate all fees payable to the High Court Enforcement Officers during the enforcement process in accordance with the High Court Enforcement Officers' terms of engagement.

6. General Conditions

- 6.1 Madagans accepts no liability for errors or negligence caused by actions of employees, representatives, suppliers or any other third party contracted by Madagans in fulfilling its responsibilities and duties towards the Landlord.
- 6.2 Madagans cannot be held responsible for stoppages of work, delays in delivery of post, strikes, lockouts, wars or any other calamity considered an act of God or nature beyond the control of Madagans.
- 6.3 In the event of a Landlord failing to pay any charges or invoices due to Madagans, then Madagans reserves the right not to provide the Landlord with continuing services and to withdraw all or any services without notice.
- 6.4 Madagans will at all times maintain complete secrecy as regards the information obtained from the Landlord in the performance of the services and shall not disclose such information to any third party.
- 6.5 Nothing in these Terms and Conditions or the provision of the Services shall create or be deemed to create a partnership or employer and employee between the Landlord and Madagans.

7. Abortive Fees

- 7.1 Crar Notices, an abortive fee of £195 + vat will be charged if our Bailiff attends the premises to take control of goods to find that the premises have been abandoned or the company has ceased trading, a mileage charge of 80p per mile will be charged if the premises are outside the London postal code.
- 7.2 Forfeiture, an abortive fee of £195 + vat will be charged for the attendance our Bailiff if re-entry is not permitted or peaceable re-entry cannot be carried out due to the premises being occupied. If the locksmith has replaced the locks a charge for the locks used will be incurred, a mileage charge of 80p per mile will be charged if the premises are outside the London postal code.