
TERMS OF BUSINESS

JUST DIGITAL MARKETPLACE LTD trading as **JUST**.

1. Our Terms

1.1 These Terms and Conditions of Business ("**Terms**") set out the terms under which services are provided by us to clients (businesses and consumers) including through our website, just-dm.co.uk ("our site").

1.2 Please read these Terms carefully and ensure that you understand them before ordering any services. If you do not agree to comply with and be bound by these Terms, you will not be able to order services.

1.3 Are you a business client or a consumer?

In some areas, you will have different rights under these Terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer, this is our entire agreement with you.

If you are a business customer, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are.

We are **Just Digital Marketplace Ltd** trading as **Just.**, a company registered in England and Wales. Our company registration number is 12146925, and our registered office is at C/O Smith And Williamson LLP Portwall Place, Portwall Lane, Bristol, United Kingdom, BS1 6NA. Our registered VAT number is 283266192.

2.2 How to contact us. You can contact us by telephoning our customer service team at 020 3848 9060 or by writing to us at info@just-dm.co.uk or Thomas House, 84 Eccleston Square, London, SW1V 1PX .

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your instruction.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

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3. Definitions and Interpretation

In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

Confirmation	our acceptance and confirmation of your instruction;
Contract	a contract for the purchase and sale of services, as explained in Clause 4.1;
HMCTS	Her Majesty's Court and Tribunal Service;
Instruction	Your order for services, usually our instruction form .
Judgment	any judgment detailed in an instruction;
Panel Member	any organization that is appointed by us to our panel of members who provide enforcement services to us via their certificated enforcement agents;
Services	the services which are to be provided by us to you as specified in your instruction (and confirmed in our confirmation) which will include any one or more of those services detailed in clause 5 of these Terms;
We/Us/Our	Just Digital Marketplace Ltd trading as Just.

4. Our contract with you

4.1 How we will accept your instruction

Our acceptance of your instruction will take place when we email or send to you our confirmation, at which point a contract will come into existence between you and us.

4.2 If we do not accept your instruction

We reserve the right to decline any instruction without stating a reason. In such circumstances, any monies paid to us in respect of such instruction will be refunded. Please note this does not include any fees which were made payable to HMCTS.

4.3 Our right to cancel your instruction

We may cancel your instruction at any time before we begin providing the services in the following circumstances:

4.3.1 the required personnel and/or required materials necessary for the provision of the services are not available, or

4.3.2 an event outside of our control continues for more than five days (please refer to Clause 15 for events outside of our control).

4.4 If we cancel your instruction under sub-Clause 4.3 and we have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 days. If we

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cancel your instruction, you will be informed by email. Any refunds due under this clause 4.4 will be made using the same payment method that you used when ordering the services.

Provision of the services

4.5 As required by law, we will use all reasonable endeavours to provide the services with reasonable skill and care, commensurate with best trade practice.

4.6 We will begin providing the services on the date agreed when you issue instruction (which we shall confirm in the confirmation).

4.7 Please note that if you are a consumer and request that the services begin within the legal 14 calendar day cancellation (or “cooling off”) period, your right to cancel may be limited or lost. Please refer to clause 13 for more details on your cancellation rights, including the cooling-off period. A business is generally entitled to keep or receive an amount sufficient to cover their actual losses that directly result from your cancellation (e.g. costs already incurred).

5. Services

5.1 Transfer to the High Court for enforcement

5.1.1 Subject to your authorisation and confirmation as set out in this clause 5.1, we will apply to transfer the Judgment to the High Court for enforcement.

5.1.2 You hereby authorise:

5.1.2.1 us to apply for the transfer of the Judgment to the High Court for enforcement and authorise Gannons Commercial Law Limited to carry out the transfer.

5.1.2.2 the writ to be issued to an Authorised High Court Enforcement Officer (pursuant to paragraph 2(1) of Schedule 7 of the Courts Act) instructed by us

5.1.2.3 Gannons Commercial Law Limited to sign any court form necessary for the purpose of enforcement of the Judgment including County Court Form N293a and/or any Statement of Truth required in support of the application to enforce the judgment

5.1.2.4 the County Court to return the completed N293a direct to Gannons Commercial Law Limited and / or to correspond directly with Gannons Commercial Law Limited regarding the application

5.1.3 You confirm that:

5.1.3.1 the Judgment is not based upon a Regulated Agreement under the Consumer Credit Act 1974;

5.1.3.2 the details given about the Judgment are correct, and accept any responsibility for information given which proves to be incorrect.

5.2 Enforcement

5.2.1 Within 24 hours of receipt of the sealed Writ, time being of the essence, we will issue a Notice of Enforcement to the debtor. Upon sending the Notice of Enforcement, the procedure for taking control of goods will have commenced in compliance with Part 2 of the Taking Control of Goods Regulations 2013.

5.2.2 Upon the expiry of the minimum period of notice that must be given to the debtor before enforcement commences, we will endeavour to obtain payment in full or secure goods to the value of the outstanding debt where payment in full cannot be made.

5.2.3 In any other event, we shall otherwise endeavour to adhere to the following:

- complete the first attendance within 7 days of the expiry of the minimum period of notice or a period agreed with you to allow the debtor time to pay
- complete the second attendance within 15 days of the expiry of the minimum period of notice or a period agreed with you to allow the debtor time to pay
- complete the third and final attendance within 29 days of the expiry of the minimum period of notice or a period agreed with you to allow the debtor time to pay

We will ensure that at least one of the three attendances will be completed out of normal working hours, namely between the hours of 06:00 hrs and 09:00 hrs and 18:00 hrs and 21:00 hrs on any day of the week.

5.2.4 We will oversee the offers of payment plans and only authorise a payment plan that is sensible and reasonable. You agree that we may enter into a payment plan on your behalf.

5.3 High-value enforcement and high-risk services

5.3.1 In circumstances where we are instructed to deal with seizure of high-value assets including, but not limited to, aircraft and high-performance vehicles, we reserve the right to require you to provide or agree to acquire additional insurance cover in respect of these specific and high-value assets and that you meet all reasonable fees involved. We also reserve the right to require you to approve the appointment of specialist advisors and consultants to assist with the enforcement and to provide advice in respect of specific high-value assets and storage fees.

5.4 Other services

5.4.1 We and our associates will undertake any additional services as agreed in your instruction and our confirmation including:

- commercial rent arrears recovery
- gaining possession of land
- providing security
- enforcement of foreign judgments
- enforcement of Tribunal or other awards.

6. Fees, costs, charges and disbursements

6.1 Our fees are payable by you as set out in our confirmation.

6.2 Our fees are regulated by the Taking Control of Goods (fees) Regulations 2014 (the Regulations), and we charge VAT in accordance with the Regulations at the applicable rate

6.2 We will apply fees and disbursements as detailed in The Taking Control of Goods (Fees) Regulations 2014, in the High Court Enforcement Officers Regulations 2004 and/or any other appropriate Regulations also including but not limited to any fees related to court fees, locksmith charges, recovery vehicles, specialist contractors, auctioneer fees, storage fees and insurance charges. These fees are recoverable from the debtor in the first instance.

6.3 There is a fee payable to HMCTS to obtain a Writ. This fee is payable by you upon instructing us. We pass the fee to HMCTS to speed up the process. Upon instructing us, you commit to paying us this fee immediately.

6.4 If we can enforce the Writ our fees, plus disbursements minus the VAT, are recoverable from the debtor. Where an arrangement to pay is agreed with the debtor or third party, before we pay monies collected to you, we will retain the compliance fee of £75.00 in accordance with the Regulations. The remaining monies will be distributed proportionally between us until our fees have been recovered.

6.5 Where we are unsuccessful in the enforcement process, the compliance fee of £75.00 plus VAT will become payable by you. This is payable immediately upon us returning the Writ to you as unenforced/collected.

6.6 If you receive payment on or after the date of our confirmation, you must forward the sums to us in full unless expressly agreed otherwise by us. If you or the creditor negotiate payment outside of the enforcement process, either by agreement (including but not limited to a compromise agreement or judgment set aside or consent order), you become liable for the full fees and disbursements charged by us that otherwise would have been recoverable from the debtor under the relevant Regulations.

6.7 Monies collected by us will be retained by us for 14 days to comply with the Insolvency Act 1986 and remitted to you on the first business day after the expiry of that period.

6.8 If a stay is granted on a Judgment, any monies or assets already recovered by us will be held by us until the resolution of the hearing or until the stay had expired or been breached.

6.9 Where the debtor makes a part payment towards the debt, this payment will be split pro-rata between you and us in accordance with the Taking Control of Goods (Fees) Regulations 2014 Paragraph 13(3) & 13(4).

6.10 You accept the risk that after a debtor makes a payment, the debtor may request the bank to return the funds due to an allegation of fraud, theft and/or other. Whilst we endeavour to always obtain payment in cleared funds, in some circumstances, the payment may be returned to a debtor. In such instances, we will undertake to visit again and seek to recover the outstanding balance in full. Where this is unsuccessful (an unsuccessful visit has been attempted), you agree to return any monies transferred to you to ensure that we are not 'out of pocket'. We may continue to enforce the Judgment after the additional visit and where successful our normal payment terms will apply

6.11 In relation to property services:

- Our fees to gain possession of property and land any other assets whatsoever or to provide security or any other service associated with the same will be detailed in our confirmation

- Where our initial risk assessment of the work you instruct us to undertake indicates that a reconnaissance of the land is required, a charge is payable as set out in our confirmation
- Where we are instructed to provide security services, a minimum term will apply as set out in our confirmation.

7 Representations by you

7.1 You warrant and represent that:

- 7.1.1 you have provided us with up to date and correct information and documentation to assist us with the delivery of our services to you;
- 7.1.2 the information you have provided is correct;
- 7.1.3 you are not aware of any court action being undertaken that may prevent us from carrying out the service.

7.2 You accept responsibility for information that proves incorrect.

7.3 You authorise us to collect a payment, enter into a payment arrangement or allow time for the debtor to arrange payment in full.

7.4 You agree to notify us immediately should you become aware of any court action, order revising, staying or setting aside the terms of any judgment.

8 VAT

8.1 VAT on enforcement-related fees is payable by you.

8.2 A VAT invoice will be generated with the remittance of sums of money and deducted by us from the proceeds.

8.3 VAT on disbursements will not be invoiced to you but accepted as a cost by us.

9 Third-party claims

9.1 Where we receive notice of a third party claim (Notice) to goods that is made in compliance with Part 85 of the Civil Procedure Rules (CPR) the following provisions shall apply.

9.2 Upon receipt of proper notice, we will on the next business day provide you with a copy of the Notice and all relevant documents.

9.3 You agree that you will provide instructions to admit or dispute the claim within 7 days of receipt of the Notice from us failing which we reserve the right to apply to Court in accordance with CPR for directions.

9.4 You agree that where a third party claim is made, and that is disputed that you will engage with the CPR Part 85 process and attend Court, either in person or by engaging legal representation where you required to do so.

9.5 Where goods are being held in storage and a third party claim to goods has been made and is disputed, or you have provided no instructions pursuant to clause 9.3, you agree to pay for costs incurred in relation to the storage of goods, including but not limited to storage fees, additional insurance, maintenance and other disbursements.

10 Insolvency

10.1 We will immediately withdraw from enforcement where you or we receive or become aware of an insolvency notice in relation to a debtor.

10.2 You will notify us immediately when you become aware that a debtor is subject to an insolvency notice.

10.3 We will retain any monies or goods that we hold to the order of the insolvency practitioner. We shall seek to recover our fees from the insolvency practitioner and will not release any funds recovered to the creditor who loses its entitlement to the recovered monies as a consequence of the insolvency.

10.4 Where we are unable to recover our fees from the insolvency practitioner, you remain ultimately liable for the payment of those fees, and so we will invoice you for those fees.

11 Permission to apply to the Court

11.1 You agree that we may make such applications to the court as we consider reasonably necessary for permission to charge exceptional costs or such other orders or relief during the course of the enforcement process and as provided for by the TCE Act 2007 and TCG Regulations.

12 Reporting and End of Process Review

12.1 We will provide on-line access to real-time cases and information that you can view at any time.

12.2 Weekly and monthly reports will be sent to you on or around the first working day of each month via a secure link. We do not report on any case and activity on any other basis.

12.3 You may query reports and activity logs using the on-line reporting portal, and we will endeavour to respond with 24 hours of receiving any such request.

12.4 At the end of the 'enforcement period,' we will undertake a review of the enforcement action taken and will provide a report to you. We will, as part of this review, make recommendations as to the further steps that can be taken, which may include the following:

- referral to another one of our Panel Members at no additional cost;
- referral for a period of telephone collections and investigations to be undertaken at no additional cost
- make a recommendation that an alternative form of enforcement is considered.

13. Consumers: Your Legal Right to Cancel (Cooling Off Period)

13.1 If you are a consumer in the European Union, you have a legal right to a "cooling off"

period within which you can cancel the contract for any reason. This period begins once your order is accepted and We have sent you an order confirmation, i.e. when the contract between you and us is formed. The period ends at the end of 14 calendar days after that date.

13.2 If you wish to exercise your right to cancel under this Clause 13, you must inform us of your decision within the cooling-off period. You may do so in any way you wish. Cancellation by email is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact us directly to cancel, please use the following details:

Telephone: : 020 3848 9060

Email: info@just-dm.co.uk

13.3 As specified in sub-Clause 4.7 if the services are to begin within the cooling-off period, you are required to make an express request to that effect. By requesting that the services begin within the 14 calendar day cooling-off period, you acknowledge and agree to the following:

13.3.1 If the services are fully performed within the 14 calendar day cooling-off period, you will lose your right to cancel after the services are complete.

13.3.2 If you cancel after the provision of the services has begun but is not yet complete you will still be required to pay for the services provided up until the point at which you inform us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the services and the actual services already provided. For the avoidance of doubt, the amount due may include any or all of the Transfer Up fee, the compliance stage fee and the enforcement stage fee. Any sums that have already been paid for the services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued no later than 14 calendar days after you inform us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the services.

14. Our Liability to you if you are a business.

14.1 Subject to sub-Clauses 14.3 we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and us.

14.2 Subject to sub-Clauses 14.3 our total liability to you for all other losses arising out of or in connection with any contract between you and us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you under the contract in question, whichever is the greater sum.

14.3 Nothing in these Terms seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

15. Events Outside of Our Control (Force Majeure)

15.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of

terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our reasonable control.

15.2 If any event described under this Clause 14 occurs that is likely to adversely affect our performance of any of our obligations under these Terms:

15.2.1 we will inform you as soon as is reasonably possible;

15.2.2 our obligations under these Terms (and therefore the contract) will be suspended and any time limits that we are bound by will be extended accordingly;

15.2.3 we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of services as necessary;

15.2.4 if the event outside of our control continues for more than six weeks we may cancel the contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which We inform you of the cancellation;

15.2.5 If an event outside of our control occurs and continues for more than six weeks and you wish to cancel the contract as a result, you may do so in any way you wish, however for your convenience, you contact us directly to cancel, please use the following details:

Telephone: 020 3848 9060

Email: info@just-dm.co.uk

In each case, providing us with your name, address, email address, telephone number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform us that you wish to cancel.

16. Communication and Contact Details

16.1 If you wish to contact us with general questions or complaints, you may contact us by telephone at : 020 3848 9060, by email at info@just-dm.co.uk or by post at Thomas House, 84 Eccleston Square, London, SW1V 1PX.

16.2 For matters relating to our services or your order, please contact us by telephone at : 020 3848 9060, by email at info@just-dm.co.uk or by post at Thomas House, 84 Eccleston Square, London, SW1V 1PX.

16.3 For matters relating to cancellations, please contact us by telephone at : 020 3848 9060, by email at info@just-dm.co.uk or by post at Thomas House, 84 Eccleston Square, London, SW1V 1PX.

17 Complaints and Feedback

17.1 We always welcome feedback from our clients and, whilst we always use all reasonable endeavours to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

17.2 All complaints are handled in accordance with our complaints handling policy and procedure. Available upon request.

17.3 If you wish to give us feedback about any aspect of your dealings with us, please contact us in one of the following ways:

In writing, addressed to Chris Badger, Director of Legal and Compliance, Thomas House, 84 Eccleston Square, London, SW1V 1PX

By email, addressed to Chris Badger, Director of Legal and Compliance, at cb@just-dm.co.uk

By contacting us by telephone on 020 3848 9060.

18. How We Use Your Personal Information (Data Protection)

18.1 All personal information of yours that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

18.2 For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our [Privacy Policy and Cookie Policy](#).

19. Other Important Terms

19.1 We may transfer (assign) our obligations and rights under these Terms (and under the contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms will not be affected, and our obligations under these Terms will be transferred to the third party who will remain bound by them.

19.2 You may not transfer (assign) your obligations and rights under these Terms and under the contract, as applicable) without our express written permission.

19.3 The contract is between you and us. It is not intended to benefit any other person or a third party in any way, and no such person or party will be entitled to enforce any provision of these Terms.

19.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

19.5 No failure or delay by us in exercising any of our rights under these Terms means that we have waived that right, and no waiver by us of a breach of any provision of these Terms means that we will waive any subsequent breach of the same or any other provision.

19.6 We may revise these Terms from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Terms at any time, we will give you at least 30 days’ written notice of the changes before they come into effect. If you wish to cancel the contract as a result, you may inform us of your cancellation in any way you wish.

20. Law and Jurisdiction

20.1 These Terms and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

20.2 Any disputes concerning these Terms, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.