

## Terms and Conditions

### 1. Definitions

1.1 "The Company" refers to Fast Track Evictions Limited, a company registered in England and Wales under company number 09522401 with its registered office at 17 – 21 George Street, Croydon, CR0 1LA.

1.2 "Client" refers to any individual, business, or entity that engages the services of The Company.

1.3 "Services" refers to practical and administrative support services to landlords provided by the Company or its subcontractors, including but not limited to: preparing and serving notices; assisting in the drafting and/or issue of claims or other statements of case; instructing advocates to attend court hearings on behalf of Clients; and arranging for the appointment of bailiffs or High Court Enforcement Officers.

1.4 "Agreement" refers to the contract between the Company and the Client for the provision of Services, consisting of these terms and conditions and any engagement letter, email or statement of work agreed upon between the parties.

### 2. Scope of Services

2.1 The Company, or its subcontractors, provides practical and administrative support services to landlords seeking possession, including but not limited to: preparing and serving notices; assisting in the drafting and/or issue of claims or other statements of case; instructing advocates to attend court hearings on behalf of Clients; and arranging for the appointment of bailiffs or High Court Enforcement Officers.

2.2 The Company is not a legal practice and does not provide legal advice. Any legal advice required should be sought from a qualified solicitor. The Company and its subcontractors act solely in a practical and administrative support capacity and shall not be liable for any legal consequences resulting from the Client's reliance on information provided by the Company or its subcontractors. Any assistance given by the Company or its subcontractors to a Client in taking a particular course of action remains the risk and responsibility of the Client. The Company and its subcontractors do not warrant or guarantee the legal validity, enforceability, or success of any notice, claim, application, or court proceedings. Any assistance provided by the Company or its subcontractors is based solely on information supplied by the Client and remains the Client's responsibility. The Company and its subcontractors shall not be liable for invalid notices, defective claims, or unsuccessful court outcomes.

2.3 The Company may, at its sole discretion, subcontract certain aspects of the Services to third parties.

2.4 The information conveyed on the Fast Track Evictions Limited website is intended to convey general information only. The contents of the website are not aimed at any person, individual or organisation specifically and nothing contained within it constitutes an offer to contract. Fast Track Evictions Limited reserve the right to cancel, withdraw or change its services at any time.

### 3. Client Obligations

3.1 The Client shall provide accurate and timely information, including all documentation, evidence, and contact details, necessary for the Company to perform the Services. The Company relies entirely on the accuracy of information provided and accepts no liability for errors or omissions. The Client is solely responsible for ensuring legal compliance of notices, claims or applications.

3.2 The Client warrants that they are the lawful owner or duly authorised agent of the property in question and have the full legal authority to seek possession of the property.

3.3 The Client shall notify the Company of any changes to the information provided or any developments in the case that may affect the Services.

3.4 The Client shall ensure compliance with all applicable laws and regulations. The Client shall indemnify and hold harmless the Company and its subcontractors from and against any claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising from the Client's failure to comply with such laws and regulations.

3.5 The Renters' Rights Act 2025 introduced civil penalties and fines for landlords and agents who provide inaccurate, incomplete, or unlawful information to tenants or authorities. It is your responsibility to ensure that all information you provide to us is accurate, complete, and legally compliant. We are not responsible for checking or verifying the information you give us. Neither we nor our subcontractors will be liable for any penalty, fine, loss, or enforcement action that arises because information supplied to us by you or your agent was inaccurate, misleading, or incomplete whether that was intentional or an honest mistake. If any such claim or action is brought against us or our subcontractors as a result, you agree to cover our losses and costs.

#### 4. Fees and Payment

4.1 Fees for the Services shall be as agreed between the parties in writing. Unless otherwise stated, fees are exclusive of VAT, disbursements, and any additional expenses incurred during the course of the Services.

4.2 By making payment the Client confirms that they have read and accepted these Terms and Conditions in full. The Client's continuing instructions will amount to their continued acceptance of these Terms as updated from time to time. The Company reserves the right to amend these Terms and Conditions. Any material changes will be communicated to the Client in advance and will not affect fees already paid.

4.3 In the event that your case is defended or if other circumstances arise which are not covered by our fixed fee services, then our fixed fee service will come to an end.

4.4 Where the Company has commenced work on a stage of the Services, fees paid for that stage are non-refundable except at the Company's discretion. Where work has not yet commenced, refunds may be considered on a case-by-case basis. Any refund request must be made in writing to the Company.

#### 5. Cancellation Rights

5.1 Where the Client is a consumer (an individual acting outside a trade, business, or profession) and this Agreement is entered into at a distance (for example, online or by telephone) or off-premises, the Client may have a statutory right to cancel this Agreement within 14 calendar days of its formation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Cooling-Off Period").

5.2 Where a consumer Client requests that the Company begins performing the Services before the end of the Cooling-Off Period, the Client acknowledges that if they subsequently exercise the right to cancel, they will be liable to pay the Company a proportionate amount for the Services performed up to the point of cancellation.

5.3 To exercise the right to cancel, the Client must notify the Company in writing (including by email) before the end of the Cooling-Off Period. Cancellation after that period, or after Services have been fully performed, is not a statutory right but may be considered at the Company's discretion under clause 4.4.

5.4 Clients engaging the Company in the course of a trade, business, or profession do not have statutory cancellation rights under the Consumer Contracts Regulations. Cancellation by business clients is governed by clause 9 (Termination) of these Terms.

#### 6. Limitation of Liability

6.1 To the fullest extent permitted by law, the Company and its subcontractors exclude all liability for any direct, indirect, or consequential loss or damage arising from the provision of the Services or the Client's use of any materials or information provided by the Company or its subcontractors, including loss arising from invalid notices, rejected claims or applications, court delays, or failure to obtain possession.

6.2 The Company's and its subcontractors total liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of fees paid by the Client to the Company for the Services giving rise to the claim. This limitation excludes loss of rent, loss of income, legal costs incurred elsewhere, delays, or any other consequential or economic loss.

6.3 The Company and its subcontractors shall not be liable for any failure or delay in performing their obligations where such failure or delay is due to factors beyond their reasonable control, including but not limited to natural disasters, strikes, lockouts, acts of government, or changes in legislation.

## 7. Indemnity

7.1 The Client agrees to indemnify and hold harmless the Company, its directors, employees, agents, and subcontractors from and against any and all claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising from or in connection with:

- the Client's breach of this Agreement or any applicable law or regulation;
- any misrepresentation or inaccuracy in information provided by the Client to the Company;
- the Client's instructions or failure to provide accurate or complete information.

7.2 The Client shall indemnify the Company and its subcontractors against any loss, cost, or liability arising from invalid notices, non-compliant documentation, defective claims or applications, and any court or enforcement outcome, including where possession is not granted. The Company excludes all liability for such matters to the fullest extent permitted by law.

## 8. Confidentiality

8.1 The Company and the Client shall keep confidential any and all information obtained in connection with the performance of the Services, except where disclosure is required by law or court order.

8.2 The Company may, at its sole discretion, disclose confidential information to third-party subcontractors or agents to the extent necessary to perform the Services.

8.3 This obligation of confidentiality shall survive the termination of the Agreement.

## 9. Termination

9.1 Either party may terminate this Agreement by providing 14 days' written notice to the other party.

9.2 The Company reserves the right to terminate the Agreement immediately upon notice if the Client breaches any of these Terms and Conditions or fails to pay any fees when due.

9.3 Upon termination, the Client shall immediately pay all outstanding fees for Services rendered up to the date of termination. The Company and its subcontractors shall have no further obligation to the Client following termination.

## 10. Intellectual Property

10.1 All intellectual property rights in any materials provided by the Company to the Client shall remain vested in the Company. The Client is granted a limited, non-exclusive, non-transferable licence to use such materials solely for the purpose of receiving the Services.

10.2 The Client shall not copy, modify, distribute, or otherwise use any of the Company's intellectual property without the Company's prior written consent.

## 11. Dispute Resolution

11.1 In the event of a dispute between the parties, they agree to attempt to resolve the dispute through good-faith negotiation.

11.2 If the dispute cannot be resolved by negotiation, either party may refer the dispute to mediation administered by the Centre for Effective Dispute Resolution (CEDR).

11.3 If mediation fails, the dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. Governing Law

12.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 13. Miscellaneous

13.1 No waiver by the Company of any breach of these terms shall be construed as a waiver of any subsequent breach of the same or any other provision.

13.2 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect.

13.3 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, or understandings.

## 14. Data Protection

14.1 The Company may act as a data controller and/or data processor depending on the nature of the Services provided.

14.2 The Company processes personal data for the purposes of providing possession-related services, including the preparation of notices, court applications, and enforcement instructions. Where the Company subcontracts any aspect of the Services, personal data may also be processed by subcontractors acting on the Company's instructions and on its behalf. The lawful bases for processing include performance of a contract with the Client, compliance with legal obligations, and the legitimate interests of the Company in providing its services.

14.3 The Client acknowledges and agrees that personal data may be shared with third parties including courts, enforcement agents, advocates, subcontractors, and other contractors where necessary to provide the Services.

14.4 The Client confirms they have the lawful authority to share any personal data with the Company and that such sharing complies with applicable data protection laws.

14.5 The Company shall not be liable for any breach of data protection laws arising from the Client's failure to obtain proper authority or provide accurate information.

14.6 The Company will take reasonable steps to ensure personal data is stored securely but does not guarantee absolute security.

14.7 Personal data will only be retained for as long as necessary to provide the Services and comply with legal obligations.

14.8 Individuals may have rights under data protection law, including the right to request access to their personal data.