

**2018 – Terms of Engagement - Eviction Services**

**Unauthorised Encampments (*Trespass of Occupied Units, Caravans, People from land*)**

GRC are a firm of Bailiffs operating throughout England & Wales. We specialise in the eviction of illegal encampments on private & council land. Predominately using Common Law, GRC have completed several thousand evictions since 1989 and have a wealth of experience in this field.

Retained by a large client base including; Government bodies, Local Authorities, Private Landowners, Insurance Companies, Pension Funds, Managing Agents, Surveyors, PLCs & Solicitors, GRC provide a robust, efficient & cost effective solution to incursions, trespasses and illegal encampments.

GRC have completed small evictions of just 1 caravan to large scale evictions of around 100 caravans. GRC regularly evict illegal camps of trespassers in tents, squatters and other forms of illegal encampments.

In brief the powers of eviction under common law are as follows:

The person entitled to possession, or his Agent, (not Police) following unlawful occupation of his land may enter or re-enter land and request trespassers to leave. If trespassers fail to leave within a reasonable time frame (1 hour can held to be sufficient) then the landowner or their agent may use reasonable force to remove any trespassers.

If the trespassers have used force or violence to gain entry then no notice is required.

All of the above powers are available without recourse to the Courts. (See Halsbury's Laws of England.)

We have used the common law powers to carry out evictions since 1989. The law and the procedures used have been researched by a number of police forces, local authorities, solicitors and barristers. They are referred to on the official website of the Department for Communities and Local Government (formerly the Office of the Deputy Prime Minister)

(<https://www.gov.uk/government/publications/unauthorisedencampments-using-enforcement-powers>)



**Head office & accounts**

**Redland House**  
**157 Redland Road**  
**Redland**  
**Bristol**  
**BS6 6YE**

**Tel: 0845 6014307**  
**(Local rate number)**

**Registered Office**

**6 Lower Park Row**  
**Bristol**  
**BS1 5BJ**

**Tel: 0845 6014307**  
**(Local rate number)**

**Offices in South Wales**

[office@grcgroup.co.uk](mailto:office@grcgroup.co.uk)

[www.grcgroup.co.uk](http://www.grcgroup.co.uk)

**National Coverage**  
**England & Wales**

## Requirements

In order to carry out an eviction we require;

- The written authority of the landowner or their authorised agent (Emailed instructions are acceptable).
- A detailed site plan showing; the location of any trespassers & clear boundaries of ownership.
- An approximate number of trespassers Vehicles, Occupied Units & Caravans.
- Invoicing details (and PO number if required) with instruction.

Much of this is consolidated into our **Warrant Form**. (*page 6 of this document*)

GRC are aware of the specific need to act swiftly. Where possible we attend and carry out evictions within 24 hours of taking instructions although this is not guaranteed.

We use an appropriate number of bailiffs in relation to the numbers of travellers and have our own vehicles for towing when they are required. In some circumstances we would require additional haulage for occupied units which are not fit for transport (*such as an abandoned caravan in poor condition*)

If additional haulage is required then further costs would be incurred. This would be agreed with any client at the time.

Other circumstances may also prevent our towing vehicles from being utilised such as the removal of lorries, motorhomes or units without a conventional tow-hitch.

Where we receive instructions early we can often carry out evictions the same day.

The advantages of using this method of eviction over other procedures are:

- a) The total cost is usually substantially cheaper than court proceedings.
- b) We act within 24 hours of being instructed thereby lessening;
  - i. The amount of damage caused
  - ii. The amount of tipping and rubbish left behind
  - iii. Opportunity for theft from the client's premises
  - iv. Clear up costs (which can amount to several thousands of pounds)
  - v. Security costs
- c) Clients do not have unsightly and intimidating encampments on prestigious sites for weeks or even months on end.
- d) Clients and their tenants feel more at ease and assured.

We have also found that this procedure in time reduces the number of incursions on the same site. Once trespassers realise particular sites will not tolerate any form of incursion they will naturally gravitate to other areas.

**Fees & Associated Costs as from 1st May 2018 for evictions are as follows:**

**Less 10% for NFU members**

- |      |  |                        |                        |
|------|--|------------------------|------------------------|
| i.   | 1-5 Occupied units/Caravans/Trailers -   | <b>£2,095.00 + VAT</b> | <b>£1,885.50 + VAT</b> |
| ii.  | 6-10 Occupied units/Caravans/Trailers -  | <b>£2,795.00 + VAT</b> | <b>£2,515.50 + VAT</b> |
| iii. | 11-15 Occupied units/Caravans/Trailers - | <b>£3,395.00 + VAT</b> | <b>£3,055.50 + VAT</b> |
| iv.  | 16-20 Occupied units/Caravans/Trailers - | <b>£3,995.00 + VAT</b> | <b>£3,595.50 + VAT</b> |

Additional occupied units/Caravans/Trailers would be charged at **£125.00 + VAT** (NFU **£112.50 + VAT**)  
Per occupied units / Caravans / Trailers.

**Additional Services & Costs**

Once the eviction is complete, any additional time spent on site would be charged at a minimum of **£55.00 + VAT** per hour per person. This could be waiting for contractors to secure the site, security or any other reason.

Chain: **£65.00 + VAT**

Padlock: **£75.00 + VAT**

**Costs (Special Circumstances)**

GRC reserve the right to charge an additional 25% on evictions that are over 150 miles from our Bristol office based on Google Maps Route Plan.

GRC also reserve the right to charge an additional 50% for evictions on bank holidays, Easter Weekend, Christmas Eve, Boxing Day & New Years Eve. *(GRC will not complete evictions on Christmas Day)*

GRC also reserve the right to charge on a *case-by-case* basis for evictions that involve a specific group who operate the MO of mass fly tipping. *(GRC have an addendum of costs specific to this group and costs would be agreed in advance)*

**Concrete Barriers**

GRC supply concrete barriers, these are often used by our clients to re-secure premises once the eviction is complete. This would be costed on a site specific basis depending on haulage, barrier requirement & distance.

**Security Services**

GRC can supply static guards / dog handlers / security signs. This is often particularly useful just after an incursion when the client feels there may be repercussions.

**Squatter Eviction Services**

GRC also use Common Law to remove squatters from commercial buildings, for this service please enquire directly to GRC to receive the terms in relation to this specialist eviction.

## **Terms of Engagement**

The basis upon which we will provide services & payment for those services is as follows:

### **Conduct**

We shall endeavour to promote both you and your interests as professionally and efficiently as we can; but we cannot guarantee a successful outcome to any particular matter.

We shall keep you regularly informed as to the progress on any matter over which you have instructed us, and we ask you to in turn to respond promptly to our own communications with you.

GRC will not be responsible for the consequences of any actions taken when reasonable efforts have been made to contact the client to seek their instruction on that specific matter. If additional costs are incurred this will be the responsibility of the client not GRC.

### **Funds**

Fees in respect of this matter will be in line with fees, charges and expenses notified to you. (*See above; setting out the fees associated with removal of encampments*). A final invoice will be raised on completion.

### **Payment of Bill**

All invoices must be settled within fourteen days. Failure to do so may mean we refrain from undertaking further work on your behalf unless and until payment is made. We reserve the right to charge interest on any outstanding invoices after 28 days.

GRC reserve the right to request payment in advance under any circumstance. GRC as standard policy always request payment in advance from new clients or clients based abroad.

Purchase Order (*POs*) if required should be raised as soon as possible and without delay.

### **Professional Indemnity**

Details of our professional indemnity provider are available on request from our office at Redland House, 157 Redland Road, Bristol, BS6 6YE.

### **Instructions**

GRC will require written instructions (*this may be by email*) confirming any action taken. This written instruction must be accompanied by our warrant form.

## **Cancellation**

Where any instruction is cancelled by the client after it has been actioned then the client will be responsible for GRC reasonable fees and expenses in dealing with the action up to the time of cancellation depending on the number of occupied units on site as set out in our scale of fees.

These are set out below.

1. Where GRC have been instructed and have arrived on site. If the client withdraws instructions for any reason once GRC has attended the site then the client will be responsible in full for GRC fees.
2. Where the client cancels any instruction and GRC are more than 50 % of the way to the site as measured in miles from our Bristol offices by Google Maps Route Plan using the shortest driving times then the client will be responsible for 75% of our fees.
3. Where the client cancels any instruction and GRC are less than 50 % of the way to from our Bristol offices by Google Maps route planner using the shortest driving times then the client will be responsible for 50% of our fees.
4. Where GRC have been instructed and GRC are about to dispatch or are in the process of dispatching a team to site then the client will be responsible for up to 25% of our standard fees based on the minimum fee for an eviction as set out in our scale of fees.

**In the unlikely event that GRC is unable to complete the eviction for any reason beyond their control then the client will be responsible for GRC fees and expenses.**

**Please note that GRC (Legal Services) Ltd are NOT solicitors. We are NOT qualified or insured to give legal advice. We always urge our clients to satisfy their own legal position before instructing us. The client when instructing GRC (Legal Services) Ltd indemnifies GRC (Legal Services) Ltd from and against all and any losses, costs, claims, liabilities and damages suffered or incurred arising from those instructions.**

## **NFU Legal Assistance Scheme**

NFU Members who subscribe to the NFU's Legal Assistance Scheme may apply for financial contributions towards their fees. Each case will be considered on its own facts and merits before financial support is granted (if any at all) *Normal Legal Assistance Scheme rules apply.*



# WARRANT OF EVICTION OF UNAUTHORISED OCCUPIERS - LAND

To GRC Bailiffs, or their assistants.

I/We hereby authorise GRC BAILIFFS and authorise you to effect the removal of unauthorised occupiers as soon as practicable as allowed under common law and the tort of trespass. The occupiers have entered the land as trespassers and have no permission or authority to remain on the land.

**LOCATION**

**NUMBER AND TYPE OF OCCUPIED UNITS**

**LANDLORD/FREEHOLDER**

**MANAGING AGENT**

**CONTACT NO:**  **E-MAIL:**

And we as [LANDLORD/FREEHOLDER/MANAGING AGENT]\* unconditionally and irrevocably agree to indemnify you from and against all and any losses, costs, claims, liabilities and damages suffered or incurred by you and arising from our instructions to you under this warrant (including all those arising from any inaccurate information supplied to you by us) PROVIDED THAT such losses, costs, claims, liabilities and damages suffered or incurred do not arise through any failure on your part to execute the said warrant within the scope of your legal powers. *\*delete as appropriate*

**DATED THIS**  Day of  20

**SIGNATURE OF PERSON AUTHORISING EVICTION**

Name:  
  
Position:

**By signing this warrant you acknowledge that you agree to our terms of engagement**

**ON SITE CONTACT TEL NO:**  **OUT OF HOURS CONTACT TEL NO:**

**Please include a site plan and invoicing details when returning the warrant**

**PLEASE RETURN BY EMAIL TO YOUR POINT OF CONTACT AND COPY IN [office@grcgroup.co.uk](mailto:office@grcgroup.co.uk) TO ALL CORRESPONDENCE**