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STATUTORY INSTRUMENTS

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**1993 No. 2072 (L. 17)**

**COUNTY COURTS**

**The Enforcement of Road Traffic Debts  
(Certificated Bailiffs) Regulations 1993**

<i>Made</i>	- - - -	<i>30th July 1993</i>
<i>Laid before Parliament</i>		<i>18th August 1993</i>
<i>Coming into force</i>	- -	<i>1st September 1993</i>

The Lord Chancellor, in exercise of the powers conferred on him by section 78(4) and (5) of the Road Traffic Act 1991<sup>(1)</sup>, hereby makes the following Regulations:

**1.**—(1) These Regulations may be cited as the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993 and shall come into force on 1st September 1993.

(2) In these Regulations, unless the context otherwise requires,

“the Act” means the Road Traffic Act 1991;

“the Rules” means the Distress for Rent Rules 1988<sup>(2)</sup>.

(3) References in these Regulations to a rule or Appendix by number means the rule or Appendix so numbered in the Rules.

(4) Expressions which are used in the Rules have the same meaning in these Regulations as they have in those Rules.

**2.** A bailiff who holds a general certificate granted under the Rules shall be deemed to be a certificated bailiff for the purposes of section 78 of the Act and a bailiff who does not hold a general certificate granted under the Rules but who wishes to be certificated for the purposes of section 78 of the Act shall apply for a general certificate.

**3.**—(1) Subject to the provisions of the Enforcement of Road Traffic Debts Order 1993<sup>(3)</sup> and of these Regulations, the Rules shall apply for the execution of warrants of execution by bailiffs under section 78 of the Act as those Rules apply for the levy of distress for rent.

(2) References in the Rules to levying distress for rent shall include references to levying distress for the purposes of the Act.

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(1) 1991 c. 40.

(2) S.I.1988/2050.

(3) S.I. 1993/2073 (L. 18).

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(3) References in the Rules to a tenant shall include references to the person against whose goods distress is levied for the purposes of the Act.

4. Rule 10 shall have effect as if for the reference to Appendix 1 there were substituted a reference to Schedule 1 to these Regulations.

5. Appendix 2 shall have effect as if for forms 7, 8 and 9 there were substituted the forms contained in Schedule 2 to these Regulations.

Dated 30th July 1993

*Mackay of Clashfern, C.*

## SCHEDULE 1

### TABLE OF FEES CHARGES AND EXPENSES (excluding Value Added Tax)

1	For preparing and sending a letter advising the debtor that a warrant is with the bailiff and requesting the total sum due	£10.00
<i>Note:</i>	The fee under paragraph 1 can only be recovered if the letter is sent before a first visit is made to the debtor's premises.	
2	For levying distress—	
	(i) Where the sum demanded and due does not exceed £100	£20.00
	(ii) Where the sum demanded and exceeds £100	20% on the first £200; due 5% on any additional sum over £200
3	For attending to levy distress but where the levy is not made, the reasonable costs and charges for attending to levy. The costs and charges are not to exceed the fees and charges which would have been due under paragraph 2 above if the distress had been levied. The costs and charges are subject to taxation under rule 11.	
<i>Note:</i>	The aggregate costs and charges payable under paragraphs 2 and 3 are not to exceed the costs and charges allowed for three attendances to levy distress.	
4	For taking possession—	
	(i) Where a man is left in physical possession (close possession)	£4.50 each day.
	(ii) Where walking possession is agreed	45p each day for the first 14 days; 5p each day thereafter.
<i>Notes:</i>	The charge for walking possession is payable only if a walking possession agreement has been made using Form 8.	
	A person left in physical possession (close possession) must provide his or her own board in every case.	
	The possession fee is payable in respect of the day on which distress is levied, but a fee for physical possession must not be charged where a walking possession agreement is signed at the time when distress is levied.	
5	For appraising (valuing) goods, the reasonable fees, charges, and expenses of the broker. The fees, charges and expenses are subject to taxation under rule 11.	

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Note:	An appraisal (valuation) shall take place only on the written request of the debtor.
6	For removing goods, or attending to remove goods where no goods are removed, reasonable costs and charges. The costs and charges are subject to taxation under rule 11.
7	For sale— <ul style="list-style-type: none"><li>(i) Where the sale is held on the auctioneer’s premises, 15% of the sum realised to cover the auctioneer’s commission and out-of-pocket expenses, plus the reasonable cost of advertising, removal and storage.</li><li>(ii) Where the sale is held on the debtor’s premises, 7½% of the sum realised for the auctioneer’s commission, plus out-of-pocket expenses actually and reasonably incurred.</li></ul> The fees, expenses, charges and costs to be subject to taxation under rule 11.
8	Where distress is withdrawn or where no sale takes place, reasonable fees, charges and expenses, subject to taxation under rule 11.
9	For the purpose of calculating any percentage charges, the fraction of £1 is to be reckoned as £1. Any fraction of a penny is to be disregarded.
10	In addition to any amount authorised by this Table, the amount of value added tax payable may be passed on to the debtor by adding an equivalent amount to the sum due.

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SCHEDULE 2

SCHEDULE 2

## Notice of Seizure of Goods & Inventory

The Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993

Please complete this form in block capitals

The following information must be typed or printed on this form		
<b>Where the bailiff is in business alone i.e. a sole trader :</b>	<b>Where the bailiff is a partner in a firm of bailiffs :</b>	<b>Where the bailiff is employed by a firm or company :</b>
<ul style="list-style-type: none"><li>• full name</li><li>• business address</li><li>• telephone number</li><li>• VAT registration number</li><li>• consumer credit licence, if any</li></ul>	<ul style="list-style-type: none"><li>• firm's name</li><li>• business address</li><li>• telephone number</li><li>• names of all the partners</li><li>• VAT registration number</li><li>• consumer credit licence if any</li></ul>	<ul style="list-style-type: none"><li>• firm's or company's name</li><li>• business address</li><li>• telephone number</li><li>• names of all the partners or directors</li><li>• registered office and company registration number, if a company</li><li>• VAT registration number</li><li>• consumer credit licence, if any</li></ul>

To Name of Debtor

of  
Address of Debtor

and all others it may concern

I  
Bailiff's full name

of  
Bailiff's business address and  
tel no.

Telephone No.

am acting on a certificate  
granted to me at

County Court

and under a warrant of execution issued with the authority of the Parking Enforcement Centre at Cardiff  
County Court.

I have seized the goods specified in the inventory overleaf for the sum of £

This amount represents a parking penalty charge, court fee, and bailiff's costs incurred in collecting the charge (see over).

Vehicle Registration No.

Penalty Charge No.

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<b>Inventory</b>	
1 _____	11 _____
2 _____	12 _____
3 _____	13 _____
4 _____	14 _____
5 _____	15 _____
6 _____	16 _____
7 _____	17 _____
8 _____	18 _____
9 _____	19 _____
10 _____	20 _____

**Any person removing these goods may be liable to penalties.** *continue on a separate sheet if necessary*

**Amount owing :**

Parking penalty charge	£
Court fee	£
Bailiff's costs	£
V A T on bailiff's costs	£
<b>TOTAL amount if paid today</b>	£

Bailiff's costs are continuing at \_\_\_\_\_ p each day until \_\_\_\_\_ date

and at \_\_\_\_\_ p each day afterwards.

**TOTAL AMOUNT** if paid on \_\_\_\_\_ date is £ \_\_\_\_\_

Additional costs, for which you may be liable, will be incurred under the scale of fees below in the event of further action being taken.

The fees, charges and expenses in connection with this seizure may be taxed (independently assessed) on application to the local county court in the event of any dispute.

Signed ( Bailiff )	Date
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**Scale of Fees Charged**

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Penalty Charge No.

## Walking Possession Agreement (agreement not to remove goods)

The Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993

Please complete this form in block capitals

To

(Bailiff's full name)

of

(Bailiff's business address and telephone number)

Telephone number

You have seized the goods listed on the Notice of Seizure of Goods and Inventory. The goods are situate at

(Debtors full address)

The agreement is made to avoid the seized goods being removed immediately, or a person staying with them (in close possession).

I agree that :

- the goods listed on the Notice of Seizure of Goods & Inventory are not subject of any charge, lease or other financial arrangement
- the goods must be kept ( impounded) on the premises
- I will not remove, sell or give away the goods or any part of them or allow any other person to do so
- I will not damage or neglect the goods or allow any other person to do so
- so far as possible I will maintain the goods in their present condition
- you may re-enter the premises at any time while this Agreement is in force
- I will show this form to any one who calls with the intention of seizing the goods to pay any other debt and tell you of their visit at once
- I will pay the fee for this walking possession agreement

you may remove at any time after

(date)

if the total sum due and your fees,

charges and expenses have not been paid

I certify that :

- the information contained in this Agreement is true
- I have the Notice of Seizure of Goods & Inventory and a copy of this Agreement
- the goods belong to me / the goods belong to the debtor and I am authorised to sign this Agreement \*

\* delete as appropriate

Signed by the debtor

Date

Form 8

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Penalty Charge No.

# Notice of Removal Expenses

The Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993

Please complete this form in block capitals

The following information must be typed or printed on this form

Where the bailiff is in business alone i.e. a sole trader :	Where the bailiff is a partner in a firm of bailiffs :	Where the bailiff is employed by a firm or company :
<ul style="list-style-type: none"> <li>• full name</li> <li>• business address</li> <li>• telephone number</li> <li>• VAT registration number</li> <li>• consumer credit licence, if any</li> </ul>	<ul style="list-style-type: none"> <li>• firm's name</li> <li>• business address</li> <li>• telephone number</li> <li>• names of all the partners</li> <li>• VAT registration number</li> <li>• consumer credit licence, if any</li> </ul>	<ul style="list-style-type: none"> <li>• firm's or company's name</li> <li>• business address</li> <li>• telephone number</li> <li>• names of all the partners or directors</li> <li>• registered office and company registration number, if a company</li> <li>• VAT registration number</li> <li>• consumer credit licence, if any</li> </ul>

To Name of Debtor

of Address of Debtor

and all others it may concern

Address from which goods removed

This Notice handed to debtor or his representative or left on his premises at  am/pm

Bailiff's full name

of Bailiff's address and telephone number  Tel no.

Name of authorised person attending to remove goods

If the total sum of £  is paid before  date you may collect the goods within 48 hours (excluding Sundays & public holidays ) of payment. If the goods are not collected within that time additional storage costs may be charged.



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The cost of removing / attending to remove (*delete as appropriate*) goods on for the purpose of sale / safe keeping is calculated as follows :  date

● Number and type of vehicles used for removal : **Total cost** £   
*Basis of charge* .....

● Number of men employed : **Total cost** £   
*Basis of charge* .....

● Number and type of special removal machines : **Total cost** £   
*Basis of charge* .....

**V A T** £

**Total cost (including VAT as appropriate) :** £

**Time arrived**

**Time left**

**Total time at premises**

**Estimated return and off - loading time**

**Total time**

The fees, charges and expenses in connection with this removal may be taxed (independently assessed) on application to the local county court in the event of any dispute.

**Signed**

**Date**

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## EXPLANATORY NOTE

*(This note is not part of the Regulations)*

These Regulations apply the Distress for Rent Rules 1988 with modifications for the purposes of the certification of bailiffs under section 78 of the Road Traffic Act 1991. Under that Act, certain road traffic debts may be enforced by certificated bailiffs. Provision is made by these Regulations for the fees to be charged by such bailiffs (*regulation 4*).