

The content

Debt Advice Handbook 15th edition

Description

With living costs and unemployment rising, budgets squeezed and problem debt on the increase, no adviser should be without this essential guide to the practice and process of giving money advice in England and Wales.

Who's this book for?
It is essential for debt advisers, welfare rights advisers, lawyers, local authority and housing association staff, social workers and union official.

What does it do?
The handbook provides the most comprehensive information needed by advisers on the key stages of money advice, including interviewing clients, establishing liability, prioritising debts, preparing a financial statement, negotiating with creditors and dealing with bailiffs. Fully indexed and cross-referenced to law, regulations and official guidance, and to court and tribunal decisions Includes tactical guidance and examples

What's new?
Fully updated to cover all recent changes to legislation, caselaw and court procedure and practice Emphasis is placed on taking due care of vulnerable clients and making sure that any payment arrangements agreed are appropriate. There is a focus on sustainable credit arrangements that do not affect a client's abilities to pay essential living expenses and priority debts.

Properties

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5. Enforcing a judgment

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Once judgment has been given, it is the creditor's responsibility (not the court's) to collect payment of the amount ordered by the court. It is, therefore, important for the client to record all payments made and obtain receipts. If the client does not pay in accordance with the judgment, the creditor can attempt to enforce payment through the court by obtaining:

- a warrant of control (see here);
- a charging order (see here);
- an attachment of earnings order (see here);
- a third-party debt order (see here).

Explain to a client that, provided they keep to the terms of the judgment, the creditor cannot take enforcement action, however unhappy it may be with the terms of the judgment (except to apply for a charging order if the judgment or order was made on or after 1 October 2012 – see here). Emphasise that, if the judgment states that a certain payment should be made each month, it is important to pay this amount every month by the date stated in the judgment. If payments are made in advance in a lump sum to cover future months and no payments are made in the following months, the client has defaulted on the terms of the judgment and the creditor can take enforcement action against them. For example, a judgment states that payment must be made at the rate of £2 a month, but the client pays £6 to cover three months. If no payment is made in the second month, the client has defaulted.

The creditor can use any available method of enforcement, and can use more than one method, either at the same time or one after the other. [1] However, while an attachment of earnings order is in force, the creditor cannot take any other type of enforcement action against the client unless the court gives permission. [2]

See here for how to prevent enforcement.

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1 r70.2(2) CPR

2 s8 AEA 1971

Information order

An information order (called an 'order to obtain information' in the CPR) is an order for the client to attend the court, in person, to be interviewed by a court official about their means or any other matter about which information is needed to enforce a judgment. An information order is commonly known as an 'oral examination'. It is important to comply with this process because the consequences of not doing so include arrest or committal to prision.

An information order is not a way of enforcing a judgment, but an information-gathering process. A creditor can apply for an order at any time to obtain information, even where enforcement of the judgment has been stayed or the client has not defaulted or missed payments. [1] The Civil Procedure Rules do not require the creditor to notify the client of an application for an information order.

A creditor who has obtained a judgment against someone can apply to the court on Form N316 for an information order requiring that person to attend a hearing at the county court hearing centre serving the address where the client lives before either a district judge (if there are 'compelling reasons') or, more usually, a senior court official.

The information order is on Form N39 and must be served personally on the client at least 14 days before the hearing. Within seven days of service, the client can require the creditor to pay reasonable travel expenses to and from the court. These are likely to be added to the judgment and so ultimately paid by the client, but it is always worth the client requesting travel expenses from the creditor because if they are not paid, they cannot be committed to prison for non-attendance at the hearing. Form N39 contains a list of documents that the client must bring to court – eg, pay slips, rent book, credit agreements and outstanding bills. The creditor can ask the court to add further documents to the list.

At the hearing, the court officer asks the client standard questions contained on Form EX140 (available from hmctsformfinder.justice.gov.uk). This is a 12-page questionnaire designed to find out what money, goods, property or other resources the client has to satisfy the judgment. The creditor can ask additional questions. The client must answer on oath. The client must attend the hearing. If they do not appear, refuse to take the oath or to answer any questions, or possibly if

they fail to bring any documents listed on Form N39 to the hearing, the court can make a suspended order committing them to prison unless they attend a further hearing and comply with the other terms of the original order. If they fail to comply again, they will be arrested and brought before the judge to decide whether or not they should be committed to prison. In practice, the client will not be sent to prison, provided they co-operate in the process, and cannot be committed if they requested travel expenses for the first hearing and these were not paid by the creditor.

You can help a client who has been served with an information order by providing a financial statement and a list of other debts and capital resources (including any equity in a house) in accordance with the information required by Form N39, together with a letter explaining why the client is unable to obtain any of the required information. You can also help by going through the questions on Form N39 with the client before the hearing.

An information order is usually followed by further action, if any is possible – eg, the creditor may apply for an attachment of earnings order, a charging order or third-party debt order based on the information obtained at the hearing. It is important to pre-empt this, if possible, by submitting the above information to the creditor, implementing the most appropriate strategy for all the debts, and agreeing this with the creditor who has requested the information order before the hearing, which may then no longer need to take place. If this cannot be agreed, it may still be appropriate to offer the strategy to all the other creditors, and this fact (along with any responses available) can be reported at the hearing. If the client has defaulted on payments, an application for variation of the judgment should be made to prevent enforcement. The court can also treat the hearing as an application for an administration order (see here). [2]

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1 *Sucden Financial v Garcia* [2009] EWHC 3555 (QB)

2 Order 39, r2, Sch 2 CCR

Warrant or writ of control

A warrant of control is a document that allows the county court enforcement agent (or 'bailiff') to take and sell goods belonging to the client to pay a judgment debt plus any court fees and costs. If the client does not keep to the payments ordered by the court, the creditor can ask the court to issue a warrant of control once a payment is missed, provided it remains unpaid when the warrant is issued. [1] The warrant can be for the whole amount of the judgment outstanding or just the arrears, which must be at least £50 or the amount of one monthly instalment (or four weekly instalments), whichever is greater.

Following an application, the warrant is issued to one of the 13 Warrant of Control Support Centres in England and Wales, which initially manages the warrant by:

- notifying the client that the warrant has been issued, providing details of the relevant centre and asking them to contact it;
- on day three, if the client has not contacted the centre, telephoning the client to speak to them and establish whether they can pay the warrant and, if not, what situation is;
- identifying potentially vulnerable clients and, provided the client has given their permission, informing the creditor in writing and asking how it wishes to proceed;
- making a payment plan with the client that will clear the debt within five to six months. The centre monitors the plan and, if the client misses a payment, they are contacted by telephone and then by letter. Thereafter, if the client does not maintain the payment plan, file an N245 or contact the creditor directly, the warrant is passed back to the court for the enforcement agent to be instructed to visit the client.

If the client cannot agree a payment plan with the centre, either advise them to apply to the court to suspend the warrant using Form N245 (see here) or encourage them to try to make a payment arrangement directly with the creditor. The warrant is put on hold until the creditor confirms that it will be suspended, withdrawn or passed back to the court.

If the centre cannot contact the client on day three, a follow-up telephone call is made, followed by a 'final demand letter' and one further phone call. On day 13, if the centre has been unable to resolve the matter, the warrant is passed back to the court for the enforcement agent to be instructed to visit the client.

Goods can be taken unless the amount shown on the warrant plus costs are paid. Certain goods are exempt from being taken (see here).

The client can apply for the warrant to be suspended (see here).

A creditor who wishes to issue a warrant more than six years after the judgment date must obtain the court's prior permission. Ordinarily, the delay itself means the court will refuse permission, unless the creditor can explain the delay and show exceptional circumstances. [2] If the creditor does not get permission, the client can apply to discharge the warrant on Form 244 (see here).

A county court judgment may be transferred to the High Court for enforcement by taking control of the client's goods if the judgment is between £600 and £5,000. It must be transferred if it is for more than £5,000. Judgments relating to agreements regulated by the Consumer Credit Act 1974 cannot be transferred to the High Court, regardless of the amount of the judgment. [3] If you come across a judgment relating to a regulated consumer credit agreement which has been

transferred to the High Court for enforcement, get specialist advice.

The transfer to the High Court uses the 'fast track procedure' under CPR 83.19. This involves requesting from the county court a certificate of judgment and a request for a writ of control on form N293A. The grant of the certificate operates as an order to transfer the proceedings to the High Court, which then issues the writ. This procedure is only available for enforcement of judgments by writ of control.

It is the general practice of High Court enforcement officers to charge statutory interest on debts between £600 and £5,000 from the date of the certificate – on the basis that the judgment is now treated as a High Court judgment – and to continue to charge statutory interest on judgments for £5,000 or more. Arguably, judgments for less than £5,000 should not attract statutory interest even when being enforced in the High Court because under the County Court (Interest on Judgment Debts) Order 1991 statutory interest is only applied to 'relevant judgments' defined in the Order as: 'a judgment or order of a county court for the payment of a sum of money of not less than £5,000'. However, this argument has not been tested in court and it is by no means certain that a judge would accept it. [4] If you come across this practice, get specialist advice.

See Chapter 15 for more information about enforcement agents.

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1 s86(3) CCA 1984

2 r83.2 CPR; *Patel v Singh* [2002] EWCA Civ 1938

3 Art 8(1A) HCCCJO

4 See the 'Spotlight' section of Shelter's SDAS ebulletin, November 2019

Charging order

A charging order is a court order that secures the amount owed under the judgment usually against the client's interest in a property, and this is then entered on the Land Registry.

When the property is sold, the judgment debt, together with court fees/costs and any statutory

interest (but not contractual interest), [1] must be repaid out of the balance of the sale proceeds after any prior mortgages or charges are paid. If the charging order is against only one of two or more joint owners, the creditor has a right to be notified about the sale. In practice, creditors are usually paid by the conveyancing solicitor.

A charging order can only be made if judgment has been entered and, if the judgment was made before 1 October 2012, the client has defaulted on its terms. If the judgment was made before 1 October 2012 under which the client was required to pay a sum of money by instalments, it is arguable that a charging order cannot be made unless the client defaults on the instalment order. At the very least, if the client has not defaulted, this is a matter which the court must take into account in the exercise of its discretion whether or not to make a charging order. **Note:** although the client can apply for a variation at any time (see here), if, in the meantime, the creditor applies for a charging order and obtains an interim order (see here), the variation may not prevent the charging order being made. [2]

If the judgment was made on or after 1 October 2012, a charging order can be made even though the client has not defaulted in payment of the instalment order. [3] However, when deciding whether or not to make a charging order, the court must consider the fact that the client has not defaulted.

The effect of a charging order is to turn an unsecured debt into a secured one. Some district judges regard this as reasonable, even if the client has not defaulted on the instalment order, especially in cases of nominal offers, or if it appears that the client's offer of payment will not clear the debt for many years. You should follow the process outlined on here-here as far as redetermination, if necessary, to obtain an instalment order that will prevent any further enforcement action (except by way of a charging order), provided the client does not default.

Although charging orders are normally made against a person's home (including a part share in a home - see here) or business premises, they can also be made against shares or the client's interest under a trust.

Creditors frequently seek charging orders and this trend is likely to continue.

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1 *Chubb and Bruce v Dean* [2013] EWHC 1282 (Ch)

2 *Ropaigealach v Allied Irish Bank* [2001] EWCA Civ 1790. See also the 'Spotlight' section of Shelter's SDAS ebulletin, May 2019.

3 s93 TCEA 2007

Interim charging order

Applications for charging orders are made to the Business Centre. The creditor must first apply for an interim charging order on Form N379. [1]

The application must include details of the outstanding balance due and the amount of any arrears of instalment payments due under the judgment. The creditor must also provide details of the client's interest in the property to be charged, and details and addresses of all other creditors if this information is known to the creditor – eg, if you have previously sent the creditor a financial statement containing details of the client's other debts. [2]

The application is dealt with by a court officer (without a hearing) unless the application concerns a judgment where an instalment order was made before 1 October 2012 or the court officer considers that a district judge should deal with the application. Unless the district judge transfers the application for the final charging order to the client's home court for a hearing, a copy of Form N379 and the interim charging order must be served by the creditor on:

- the client; *and*
- any joint owner; *and*
- the client's spouse or civil partner, if known; *and*
- any other creditors identified on Form N379.

This must happen within 21 days of the interim order, so they have the opportunity to object.

The creditor must also file a certificate of service at the Business Centre in relation to each person served, together with a statement of the amount due under the judgment, within 28 days of the date of the interim order. [3]

Any party can request that a decision by a court officer be reconsidered by a district judge within 14 days of being served with the interim order. Reconsideration takes place without a hearing. [4]

The creditor applies to the Land Registry to register a 'notice' or 'restriction' on the property. This is a warning that an application is about to be made for a final charging order. It means that if the client attempts to dispose of the property or their interest in it, the creditor is informed and can object to the transaction. The Land Registry sends a copy of the registration to the client as soon as it is received. This effectively 'blocks' any transfer or sale of the property made with the intention of avoiding the charge.

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1 r73.3(2) CPR

2 CPR PD 73, para 1.2

3 r73.7 CPR

4 r73.5 CPR

Final charging order

The second stage in the charging order process is for the creditor to obtain a final charging order. The court must decide whether to make the interim charging order final, or to discharge it. The court should consider both the client's personal circumstances and whether any creditors would 'be likely to be unduly prejudiced by the making of the order'. If the judgment was made on or after 1 October 2012, is payable by instalments and the client has not defaulted, the court must take this into account (but may still make the final charging order). [1]

After a charging order has been made, the creditor can wait until the property is sold, in which case it is paid out of the proceeds. Alternatively, it can apply to the court for an order for sale (see here).

Note: some creditors argue that a charging order allows them to enforce payment of accrued contractual interest even though it forms no part of the judgment, because of a standard sentence in the charging order form that states that payment includes any interest that falls due. However, the standard term only applies if the creditor is entitled to interest under the original judgment. If a creditor tries to argue this, get specialist advice. [2]

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1 s1(5)-(8) COA 1979

2 See also *Chubb and Bruce v Dean* [2013] EWHC 1282 (Ch)

Objecting to the order

If the client or any other person served with the interim order wishes to object to the final order being made, they must file at the Business Centre and serve written evidence on the creditor stating the grounds for this. [1] They must do so no later than 28 days after the interim order was served. Any relevant documents should be attached.

The Business Centre must then transfer the application for the final charging order for a hearing at the county court hearing centre for the district where the client lives. This court must serve notice of the hearing on the client and all the other people served with the interim order.

Unless the application for the final charging order has been transferred in this way, the application is considered either by a district judge or, since 30 March 2020, by a 'legal adviser' (court officers with certain legal qualifications) without a hearing once the period allowed for objecting to the making of the order has expired. [2] A legal adviser may only:

- make a final charging order, provided it continues the charge made by the interim order without modification (arguably, the granting of a client's application to impose conditions on the final charging order (see here) or to suspend it on terms (see here) would involve a modification and so would not be within a legal adviser's jurisdiction); *or*
- discharge the interim order and dismiss the application, but only if the creditor has requested this; *or*
- refer the matter to a district judge.

Either the creditor or the client or any 'interested person' – eg, co-owner – may request that a district judge reconsiders a decision made by a legal adviser. A request for reconsideration must be made within 14 days after service of a notice of the decision or of becoming aware of the decision. Although not a requirement, it is suggested that any request includes an explanation of why reconsideration has been sought. The district judge may reconsider the legal adviser's decision without a hearing and so, because there is no provision for automatic transfer to the client's home court, the request for reconsideration should include a detailed explanation of the grounds upon which reconsideration has been sought together with a request for transfer to the client's home court in the event the district judge decides a hearing is necessary. [3]

The following arguments could be used if the client wants to defend the charging order.

- Some creditors believe they can apply for a charging order at any time, so check whether any of the instalment payments due under a judgment have been missed and, if so, whether they have now been brought up to date. If no instalments have been missed or they have been brought up to date, the court cannot grant a charging order, unless the judgment was made on or after 1 October 2012 (see here). [4]
- Check whether an application to vary the judgment was submitted and whether the variation order was granted before the interim order was made. If it was, provided the new payments have been maintained, the application for a charging order should fail, unless the judgment was made on or after 1 October 2012 (see here). However, a variation order made after the date of the interim order does not prevent a final order being made regardless of the date of the judgment. In a case where the variation application and the application for the interim order are dealt with at the same time, it appears that the interim order stands and the final charging order can be made. [5]
- Check whether other creditors have been notified of the charging order application, as the charging order could unduly prejudice their rights and, therefore, should not be made final. If

the court was not given details in the charging order application of other creditors of which the creditor in question was aware (eg, because they had been included on a financial statement), it can be argued that the creditor has not complied with the rules and the client has been denied a fair hearing, as the court must take into account prejudice to creditors. [6] Alternatively (and more usually), the district judge may adjourn the case while other creditors are notified. If none of the creditors lodges an objection, this 'prejudice to other creditors' argument may fail.

- The client is technically insolvent and so a charge in favour of one creditor prejudices the rest. This will be the case if there was insufficient equity in the property to cover all the debts in full and:
    - there is, or is about to be, an arrangement to distribute the proceeds of sale on a pro rata basis among the client's creditors; *or*
    - an individual voluntary arrangement proposal is being made; *or*
    - the client is petitioning for bankruptcy or another creditor is doing so.

However, a final charging order made after a bankruptcy petition has been presented against the client is not necessarily set aside once a bankruptcy order is made, unless the court was expressly made aware of the existence of the petition before the final charging order hearing. [7]

Note: a client cannot object to a charging order on the grounds that the application was made more than six years after the date of judgment or that the property is in negative equity. [8]

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1 r73.10 CPR. 'Written evidence' is a person's evidence set down in writing and signed to the effect that the maker of the statement believes the facts stated are true. See CPR PD 32 for the formalities of witness statements. Unless specifically required, an affidavit should not be used in preference to a statement.

2 r73.10(6) CPR

3 r73.10ZA CPR

4 *Mercantile Credit Co Ltd v Ellis, The Times*, 1 April 1987, confirmed in *Ropaigealach v Allied Irish Bank* [2001] EWCA Civ 1790

5 *Ropaigealach v Allied Irish Bank* [2001] EWCA Civ 1790. For a discussion of the position after 1 October 2012 in relation to judgments made both before and on or after that date, see: P Madge 'Still charging on', *Adviser* 156.

6 COA 1979

7 *Rainbow v Moorgate Properties* [1975] 2 All ER 821; *Nationwide BS v Wright* [2009] EWCA Civ 811

8 *Fraenkl-Rietti v Cheltenham and Gloucester* [2011] EWCA Civ 524

Conditions attached to a charging order

A charging order can be made either with or without conditions. [1] If a client wants to apply for conditions to be added to the order, including making a new, or varying an existing, instalment order, they must follow the procedure for objecting to a final order to enable the court to consider their application (see here).

A client could apply for a condition to be imposed to prevent the charging order being used as a basis for an order for sale in certain circumstances – eg, after the family's youngest child ceases to be in full-time education. The court should be asked to consider the possibility of enforcement by the creditor. It should either attach conditions or, if there is no instalment order in place or the current order is unaffordable, suspend it on terms (see here).

If the client intends to ask the district judge to attach conditions to the final order or to suspend it on terms, they should submit written evidence in the form of a witness statement together with a financial statement. If a final order has already been made, it is still possible to apply to the court to vary or discharge the order if it seems that the court did not consider the client's circumstances at the time the order was made or their circumstances have since changed. A co-owner or a spouse or civil partner can also apply. [2]

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1 s3(1) COA 1979

2 s3(5) COA 1979; r73.9 CPR

Suspending a charging order

If the judgment was made on or after 1 October 2012 and an instalment order is already in place, see here.

Enforcement of a final charging order may be suspended on payment of instalments. [1] The client can apply for these payments to be varied if their circumstances change. Some district judges say that they cannot suspend the charging order, or they cannot consider the application as part of the process for making an interim or final charging order. However, because the court should attempt to deal with as many aspects of the case as it can at the same time, it should be asked to deal with the application at the same time. [2]

Because a charging order is an indirect method of enforcement (ie, it only secures payment but does not actually produce any money at the time), a creditor may decide to use one or more other method(s) of enforcement as well. It is, therefore, good practice to apply for a variation of the judgment if either there is currently no instalment order in place or the instalment order is unaffordable (see here), as well as a suspension of, or the attachment of conditions to, the charging order (see here). [3] In practice, applying at the final charging order hearing for an order suspending enforcement of the charging order and all other enforcement action achieves the same result, provided the client pays instalments as ordered.

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1 s71(2) CCA 1984 gives the county court power to suspend or stay any judgment or order on such terms as the court considers fit

2 r1.4(2)(i) CPR. Also, if a hearing date has already been fixed, any other applications should be dealt with at that hearing; CPR PD 23, para 2.8.

3 Alternatively, an additional term or condition could be requested in the witness statement submitted for the final charging order hearing that all other enforcement action be stayed, provided the client pays instalments as ordered.

Joint ownership of property

A charging order can be made against a client's share in a property. If a client owns only part of a property, a charging order can still be made, but it only applies to their share.

If a charging order is made, the creditor becomes a party with an interest in the property and can apply for an order to sell the property [1] so that the creditor's interest can be realised. [2]

The court must take into account: [3]

- the intentions of the owners at the time of the original purchase – ie, the purpose for which the property was bought. For example, it may be that a court should not order the sale of an asset that was bought for a specific purpose, until the need for it has ceased to exist. If this is a correct interpretation, a family home should not be sold until all members of the family have ceased to need it;
- the welfare of any child who occupies the property as their home;
- the interests of any secured creditor. In one case, the Court of Appeal ordered the sale of a property where there was sufficient equity to pay only part of the debt and the client was apparently unable to make any payment offer. [4]

All the circumstances should be considered, including the size of the judgment debt and the property's value. The personal circumstances of the client and other occupiers should be explained to the court in detail. Point out:

- that it is not equitable (or fair) for a whole family or group of occupants to be evicted for the debt of one of their members;
- any special factors – eg, age, disability, illness, need for stability at work or school, availability of alternative housing and the effect on children;
- the history of the loan.

If an application for an order for sale is made (see here), a claim form is sent to all co-owners of the property. This may include someone who does not owe money to the creditor who has obtained the charging order. However, because that person owns part of the property against which the debt is secured, the court must treat them as a joint defendant in the case. This means they are entitled to be heard at the hearing of the application and to put forward their own case, if necessary.

If a divorce petition (or application to dissolve a civil partnership) has been served, any application for a charging order (or order for sale) should normally be considered along with the finances and property of the couple. [5] In these circumstances, an application for an adjournment should be made to enable the matter to be considered by the family court.

One important side effect of a charging order on a jointly owned property is that it 'severs' any joint tenancy. This means that if either of the joint owners dies, their share no longer passes automatically to the survivor but, instead, is dealt with as part of their estate (see here). One consequence of this is that any creditors have an estate against which to claim.

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1 Under s14 TLATA 1996

2 For a discussion of charging orders and orders for sale, see R Dakin, 'The ABC of money advice', *Quarterly Account* 29 and 30, IMA

3 s15 TLATA 1996. These provisions do not apply if the client is the sole owner of the property, even if it is the family home; *Wells v Pickering* [2000] EWHC 2540 (Ch).

4 *Bank of Ireland v Bell* [2001] 2 FLR 809

5 *Harman v Glencross* [1986] 1 All ER 545

Order for sale of property

Note: if the judgment was made on or after 1 October 2012 and there is an instalment order in place, the creditor cannot apply for an order for sale unless the client has defaulted on the instalment order and no order for sale can be made if any arrears due under the instalment order have been paid by the date of the hearing for the order for sale. [1]

Note also: an application for an order for sale is both serious and legally complex. Specialist advice should always be obtained.

An order for sale is a court order to sell a property subject to a charging order so that the debt can be paid out of the proceeds. It is only possible after a charging order has been made final and if any conditions or terms attached to it have not been met.

An order for sale cannot be made in relation to an agreement regulated by the Consumer Credit Act 1974 where the amount owed is less than £1,000. [2]

A district judge must use discretion to decide whether to order a sale. [3] It is an extreme sanction and is a draconian step to satisfy a simple debt. It is therefore only likely to be used if a client's failure to pay has been intentional or where a sale is the only realistic way to pay the debt. Human rights issues have, so far, not had much effect on applications for orders for sale. Arguably, a court faced with an application for an order for sale should always consider whether it is proportionate to deprive the client of their home to satisfy a modest debt. In assessing proportionality, the court should also consider whether the creditor seeking the order has bought the debt and how much it is out of pocket. [4] In the past, applications for orders for sale for consumer debts have been very rare.

The creditor must apply using the procedure under Part 8 of the Civil Procedure Rules using claim form N208. This requires a hearing in all cases. The application is made to the court that made the charging order. The client should complete and return the acknowledgement of service not more than 14 days after the service of the claim form, together with a request for transfer to the client's local court (where appropriate) and any written evidence, indicating that they intends to oppose the order for sale and their reasons for doing so.

It is vital that clients attend and are represented at this hearing. Legal aid is available for defending order for sale proceedings if the client is financially eligible.

If possible, any instalments in arrears should be paid by the hearing date. If the judgment was made on or after 1 October 2012, this prevents an order for sale being made and may well prevent it in other cases. Even if a sale is ordered, the court can suspend the order on terms (eg, payment by instalments) or postpone the order for sale until a future date – eg, when the family's youngest child reaches 18. Discuss with the client how to ensure the charging order creditor is paid. This debt must now be treated as a priority (see Chapter 8). A full financial statement should be completed and an offer of payment made if possible. If not, consider whether any exceptional

circumstances could prevent an order being made. Always recheck that the client's income is maximised (see Chapter 7).

If the court accepts the client's offer of instalments, ask it to adjourn the application for an order for sale on condition that the client makes the payments. If an order for sale is made and not suspended, the client is normally given 28 days to pay the debt or leave the property. If this does not happen, the creditor can apply for a warrant of possession (see here).

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1 s3(4C) and (4E) COA 1979

2 s3(4C) and (4E) COA 1979

3 s3(4) COA 1979

4 See M Robinson, 'Home page', *Adviser* 146

Attachment of earnings order

An attachment of earnings order requires an employer who is paying wages, statutory sick pay or an occupational pension to a client to deduct some of it and make payments to the court to meet the debt. It prevents the creditor from enforcing the debt by a warrant of control, a charging order (and, arguably, an order for sale) or third-party debt order without first obtaining the permission of the county court. [1]

Note: the courts cannot make an attachment of earnings order against the pay or allowances of a member of the armed forces, but arrangements can be made through the Defence Council for compulsory deductions to be made from the client's pay, even if the client is stationed outside the UK.

Attachment of earnings orders cannot be used to deduct amounts from state benefits or tax credits.

They can be made by the magistrates' and the county courts. See here for information on attachment of earnings orders made for magistrates' court fines or attachment of earnings orders made under liability orders.

The county court can make an attachment of earnings order to cover a default on any

judgment debt (including High Court judgments, which must be transferred to the county court for enforcement [2]).

A creditor can request an attachment of earnings order for any unpaid judgment debt over £50. If the creditor is applying to enforce a judgment made in the Business Centre in respect of a money-only claim and the case has subsequently been transferred to a different hearing centre, the application must be made to that hearing centre. Otherwise, the application must be made to the county court hearing centre that serves the address where the client lives (the client's home court).

The client receives a notice of the application (Form N55), together with Form N56 to complete, showing a statement of their means. Form N56 is similar to Form N9A (see here), except there is provision to include a partner's income. **Note:** the time limit for returning Form N56 is only eight days. If the client does not return Form N56, the court can order them to complete a statement of means and the client's employer can be ordered to supply a statement of earnings. This must always be completed and returned to the court, as failure to do so can lead to a summons for a personal appearance. Failure to comply can lead to imprisonment.

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1 s8(2) AEA 1971

2 r70.3 CPR

Requesting a suspension

There is space on Form N56 to request that a suspended attachment of earnings order be made. This allows the client to agree to make regular payments. A request for a suspended order should always be granted, unless an attachment of earnings order is already in force. A client may decide to make a request if an attachment of earnings order could lead to dismissal by their employer.

How the order is made

A court officer uses the information supplied on Form N56, together with a formula contained in the protected earnings calculator in the determinations of means guidelines, to make an attachment of earnings order and set a 'protected earnings rate' (see here). This is an amount that the court considers is the minimum the client, and any dependants, need to live on. The income support or income-based jobseeker's allowance level is considered the minimum amount required plus housing costs, essential work-related expenses and other court orders. If, after taking into account any partner's income or other sources of income, the client has less than this amount (the protected earnings rate), an order is not made.

The guidance instructs court officers to disregard disability living allowance, attendance allowance and personal independence payment when calculating income. It suggests that deductions from earnings (the 'normal deduction rate') are set at between 50 per cent and 66 per cent of the client's 'disposable income' – ie, the difference between the client's net earnings and the protected earnings rate.

If the client does not give sufficient information on Form N56, the court officer refers the matter to the district judge to make an order.

Both the client and the creditor have 14 days to notify the court that they object to the terms of the attachment of earnings order. If either objects, a hearing is arranged in the client's home court, where the district judge can make any order they thinks appropriate. An objection can be made by letter stating the grounds – eg, if the protected earnings rate or the normal deduction rate does not leave the client with sufficient income for essential expenditure.

A court can make an administration order (see here) when considering an attachment of earnings order if the total indebtedness is below the administration order limit. [1] The court should always consider this if there are other debts. If the attachment of earnings is to be accepted by the client, converting it to an attached administration order can simplify repayments.

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1 s4(2) AEA 1971

The effect of an attachment of earnings order

An attachment of earnings order reduces a client's flexibility to manage their own affairs and it may endanger their employment because it notifies the employer of debts. Some employers (eg, security firms or those where money is handled) may have a policy of dismissing anyone against whom a judgment is made. If this happens, the client should get specialist employment advice.

An attachment of earnings order tells the employer the total amount due under the judgment(s) concerned, and gives the normal rate to be deducted each week or month and states the protected earnings rate. The employer can only make deductions from any earnings in excess of the protected earnings rate. If the client's earnings are insufficient to enable the full, or any, deduction to be made, any resulting shortfall cannot be carried forward to the next payday.

Even if the principle of an attachment is accepted, you could argue against the normal deduction figure suggested. An offer could be made in Box 10 of Form N56 on a pro rata basis if the client has more than one non-priority debt. A good financial statement is the basis of this argument, showing how repayment of priority creditors represents essential expenditure and that

amounts to cover these should be included in the protected earnings rate.

If an attachment of earnings order is made, a fee (currently £1) can be added to each deduction by the employer to cover administrative costs. If a client leaves a job, they must notify the court within seven days of any new employment and income. Failure to do so is an offence that could be punishable by a fine. If the client becomes unemployed or self-employed, they should write to the court immediately.

A county court attachment of earnings order does not take priority over an attachment of earnings order made to recover fines, maintenance or local taxes or a deduction from earnings order made to recover child support arrears, even if made earlier, but does take priority over a direct earnings attachment made by the DWP to recover benefit or tax credit overpayments or social fund loans, provided the county court attachment of earnings order was made earlier. 1

The combined effect may be to reduce the client's resources to a very basic level. In such a case, the client should be advised to apply to vary the attachment of earnings order on Form N244, quoting section 9(1) of the Attachment of Earnings Act 1971 (see here).

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1 See J McShane and M Gallagher, 'Benefit overpayments and direct earnings attachments', *Adviser* 166

Consolidated attachment of earnings order

If: 1

- there are two or more attachment of earnings orders for debt; *or*
- one attachment of earnings order is in force and a second one is applied for; *or*
- one attachment of earnings order is in force and the client has at least one other county court judgment;

the client can ask the court to consolidate these two debts and all other debts on which there is a judgment. The court can also make such an order on its own initiative.

No procedure is specified, but the client should provide the court with details of the other judgments and a financial statement. There is no limit on the number of judgments or the amount owed. The advantage of this procedure is that there is only one protected earnings rate and one deduction figure. Some clients welcome this opportunity to avoid making several payments each month themselves.

1 rr89.18-89.22 CPR

Third-party debt order

Hardship payment order

A third-party debt order instructs someone (the 'third party') who owes money to the client (eg, a bank holding their savings) to pay the money to the creditor instead. Third-party debt orders were previously known as 'garnishee orders'.

A third-party debt order may only be given to a creditor who has already obtained a judgment that is not being complied with. [1]

The order is made in two stages. Firstly, the creditor must apply for an interim third-party order on Form N349. If the creditor applied to enforce a judgment made in the Business Centre in respect of a money-only claim and the case has subsequently been transferred to a different hearing centre, the application must be made to that hearing centre. Otherwise, the application must be made to the county court hearing centre which serves the address where the client lives (the client's home court).

An interim order temporarily prohibits the third party from making any payment that reduces the amount they owe the client to less than the amount specified in the order – ie, the balance of the debt plus the costs of the application. **Note:** any funds paid into the account following the interim order being served are not affected.

The interim order is followed by a final order after a hearing in front of a district judge. This must be at least 28 days after the interim order is made. If the client wants to object to the final order being made, they can apply to have the hearing transferred to their local court if necessary. At least three days before the hearing, the client (and also the third party) must file at court and serve on the creditor any written evidence in the form of a witness statement, setting out the grounds of objection.

When making a final order, the district judge has full discretion and should consider the position of both the client and any other creditors (if known). [2] If, for instance, the application relates to an account into which all the client's monthly income is paid, you should argue this would be unreasonable and would cause hardship to the client and their family, as well as preventing payments to other (possibly priority) creditors.

If the third party is a bank or building society, on receipt of the interim order it must search for

all accounts held in the client's name, freeze them and give details to both the court and the creditor within seven days. The bank or building society can deduct £55 from the client's account balance towards the costs and expenses of responding to the order, regardless of the amount in the account. Similarly, the bank or building society must inform the court within seven days if the client has no account. If the bank claims to be entitled to any of the money in the account, it must inform the court within seven days and state its grounds.

The court cannot make a third-party debt order in relation to a joint account if the other account holder is not liable for the debt under the judgment. [3]

Note: although the DWP cannot itself be subject to a third-party debt order in relation to benefit payments, once the payment is in the client's bank or building society account, the bank or building society can be the subject of a third-party debt order in relation to the funds in that account.

An order cannot be made in respect to a joint debt if the judgment is against the client alone. However, a third-party debt order could be used if, for example, a client had told a creditor that an amount of capital would shortly be due from an endowment insurance policy in their sole name. The creditor could obtain a third-party debt order against the insurance company after the amount became due but before it had been paid out. For this reason, it is important not to reveal details of future money available to a client if it is required to pay priority creditors or to be shared among a number of creditors.

Note: in 2012, the High Court decided that a third-party debt order could be made against a tax-free lump sum that the debtor was entitled to draw from his pension fund, but which he had elected to defer. [4] The court made an order under section 37 of the Senior Courts Act 1981 requiring the debtor to authorise the creditor's solicitor to exercise his right to elect to withdraw the lump sum. Once made, the lump sum was due for payment and a third-party debt order could be made at that point. That case concerned a fraudulent debt and a personal pension scheme so that s.91(2) Pension Act 1995 (which prevents the court from making an order in respect of an occupational pension scheme 'the effect of which would be that he would be restrained from receiving that pension') was not engaged. More recently, a number of decisions have extended the potential scope for creditor enforcement of a judgment against a client's undrawn pension. In *Bacci v Green* (which also involved a fraudulent debt), the Court of Appeal approved an order requiring G to delegate to the creditor's solicitors his power to elect to draw down from his occupational pension scheme when he reached age 55, not only the 25 per cent tax-free lump sum but also a further taxable lump sum. Although this case concerned an occupational pension, the court was not referred to s.91 in relation to the issue of whether it was prevented from making an order by subsection (2). In *Brake v Guy,* the High Court made an order in respect of a non-fraudulent debt requiring B to draw down not only the 25 per cent tax- free lump sum but also the remainder of the pension fund he was able to access. In *Lindsay v O'Loughnane* (which also

concerned a non-fraudulent debt), O'L was ordered to notify his various pension providers that they draw down his entire pension fund on him attaining age 55 and pay the sums direct to L. These two cases both concerned personal pension schemes so that, again, s.91 was not engaged. Finally, in *Manolete Partners plc v White* (where Mr W had been found in breach of his fiduciary duty to the company of which he was a director), the judge followed the approach of the previous case and ordered Mr W to exercise his rights under the company's occupational pension scheme to draw down his pension pot, pay it into a nominated UK bank account and provide details to M to support a third-party debt order application. [5] However, the Court of Appeal has overturned this decision and held that the reference to a person *'receiving'* their pension must be to the person receiving it for their own benefit. [6] Being a Court of Appeal decision, this case should provide protection from such applications for clients with undrawn occupational pensions.

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1 *Mercantile Credit Co Ltd v Ellis, The Times*, 1 April 1987

2 *Rainbow v Moorgate Properties* [1975] 2 All ER 821

3 *Hirschhorn v Evans* [1938] 3 All ER 491

4 *Blight and Others v Brewster* [2012] EWHC 185 (Ch)

5 Bacci v Green [2022] EWCA Civ 1393; Brake v Guy [2022] EWHC 1746 (Ch); Lindsay v O'Loughnane [2022] EWHC 1829 (Ch); Manolete Partners plc v White [2023] EWHC 567 (Ch)

6 [2024]EWCA Civ 1418

Hardship payment order

If, because of an interim third-party debt order, a client's bank account is frozen and they or their family are experiencing 'hardship in meeting ordinary living expenses' due to not being able to withdraw money from the account, they can apply to their local county court for a hardship payment order. The client must produce written evidence to prove both their financial position and the need for payment. Applications are made on Form N244 (see here). The fee is currently £313 (full or partial remission can be applied for). Two days' notice of the hearing must be given to the creditor, but the court can dispense with this in cases of 'exceptional urgency' (when the court fee is currently £123). The court can permit the bank to make one or more payments out of the account either to the client or some other specified person. [1]

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1 r72.7 CPR

Enforcing foreign judgments

Scotland and Northern Ireland

Clients may find themselves incurring debts to creditors in other countries. For example, a client may have lived overseas and taken out a loan or a credit card with a local bank and is now in arrears, or may have gone on holiday and incurred healthcare charges which were not covered by their insurance. If the creditor wrote to the client to demand payment and the client did not respond, it may have started proceedings in that country and obtained a judgment against the client that it now wants to enforce in the UK. (**Note:** the fact that the debt was incurred abroad does not prevent the creditor bringing proceedings against the client in the UK).

The law on the recognition and enforcement of foreign judgments in the UK derives from:

- European law; *and*
- treaties between two countries or groups of countries; *and*
- UK statute law; *and*
- common law – ie, law derived from caselaw as opposed to legislation.

Following the end of the transitional period for implementing the EU withdrawal agreement on 31 December 2020, a number of the provisions discussed below are only available going forward in cases where the proceedings giving rise to the judgment were commenced prior to 1 January 2021. If relevant, that is noted in the text. [1]

- **Judgments obtained in EU member states in proceedings that started on or after 10 January 2015.** [2] Before, the UK's exit from the EU on 31 January 2020 and the ending of the transitional period for implementing the European Union withdrawal agreement on 31 December 2020, these judgments were automatically recognised and there was little formal procedure to be followed. This procedure is now only available if the proceedings were commenced prior to 1 January 2021. The creditor must obtain a standard certificate of enforceability of the judgment from the relevant EU court. Copies of the certificate and the judgment must be served on the client before any enforcement proceedings are taken. It can then be enforced in England and Wales in the same way as any other judgment by the methods outlined on here–here. There is no limitation period as such, provided the judgment is still enforceable in the EU country. [3] The client can challenge the recognition of a judgment if it was a default judgment and they were not given sufficient notice of the proceedings. That does not apply if the client had the opportunity to challenge the default judgment but failed to do so. If the client wants to challenge the creditor's right to enforce its judgment in England and Wales, they must apply for an order refusing to recognise or enforce the judgment.

- **Judgments obtained in EU member states in proceedings that started before 10 January 2015.** [4] This procedure remains available following the UK's exit from the EU and the ending of the period for implementing the EU withdrawal agreement on 31 December 2020. It is relatively straightforward for a creditor to obtain recognition and move to enforce these judgments. The creditor must apply to the High Court for the judgment to be registered. This application is made without the client being given notice. The application must include an authenticated copy of the judgment, written evidence in support of the application and a standard certificate of enforceability from the relevant EU court. There are limited grounds on which the High Court can refuse to recognise and enforce the judgment. Once the judgment has been registered, the creditor must serve a copy of the registration order on the client. It can then be enforced in England and Wales in the same way as any other judgment by the methods outlined here. There is no limitation period as such, provided the judgment is still enforceable in the EU country. [5] Recognition can be refused if the judgment was a default judgment and the client was not given sufficient notice of the proceedings. That does not apply if the client had the opportunity to challenge the default judgment but failed to do so. If the client wants to challenge the creditor's right to enforce its judgment in England and Wales, they must appeal against the granting of the registration order.
- **Judgments obtained in Iceland, Norway or Switzerland.** [6] Before the UK's exit from the EU on 31 January 2020 and the ending of the transitional period for implementing the EU withdrawal agreement on 31 December 2020 (at which point the UK ceased to be a party to the Lugano Convention), it was relatively straightforward for a creditor to obtain recognition and move to enforce these judgments. This procedure is now only available if the proceedings were commenced prior to 1 January 2021 (unless and until the UK's application to rejoin the Lugano Convention is successful, although it is reported that the EU is currently opposing the application). The creditor must apply to the High Court for the judgment to be registered. This application is made without the client being given notice. The application must include an authenticated copy of the judgment, written evidence in support of the application and a standard certificate of enforceability from the Icelandic, Norwegian or Swiss court. There are limited grounds on which the High Court can refuse to recognise and enforce the judgment. Once the judgment has been registered, the creditor must serve a copy of the registration order on the client. It can then be enforced in England and Wales in the same way as any other judgment by the methods outlined here**.** There is no limitation period as such, provided the judgment is still enforceable in Iceland/Norway/Switzerland. [7] Recognition can be refused if the judgment was a default judgment and the client was not given sufficient notice of the proceedings. That does not apply if the client had the opportunity to challenge the default judgment but failed to do so. If the client wants to challenge the creditor's right to enforce its judgment in England and Wales, they must appeal against the granting of the registration order.

- **Judgments obtained in certain dependent territories of EU member states.** 8 Before the UK's exit from the EU on 31 January 2020 and the ending of the transitional period for implementing the EU withdrawal agreement on 31 December 2020, it was relatively straightforward for the creditor to obtain recognition and move to enforce these judgments. This procedure is now only available if the proceedings were commenced prior to 1 January 2021. The creditor must apply to the High Court for the judgment to be registered. This application is made without giving the client notice. The application must include an authenticated copy of the judgment, written evidence in support of the application and a standard certificate of enforceability from the foreign court. There are limited grounds on which the High Court can refuse to recognise and enforce the judgment. Once the judgment has been registered, the creditor must serve a copy of the registration order on the client. It can then be enforced in England and Wales in the same way as any other judgment by the methods outlined here. There is no limitation period as such, provided the judgment is still enforceable in the foreign country. 9 Recognition can be refused if the judgment was a default judgment and the client was not given sufficient notice of the proceedings. That does not apply if the client had the opportunity to challenge the default judgment but failed to do so. If the client wants to challenge the creditor's right to enforce its judgment in England and Wales, they must appeal against the granting of the registration order.
- **Judgments obtained in various Commonwealth countries and British overseas territories.** 10 It is relatively straightforward for a creditor to obtain recognition and move to enforce these judgments. The creditor must apply to the High Court for the judgment to be registered. This application is made without giving the client notice. The application must include an authenticated copy of the judgment and written evidence in support of the application, but such judgments are only recognised and registered if the original court had jurisdiction over the client. Once the judgment has been registered, the creditor must serve a copy of the registration order on the client. It can then be enforced in England and Wales in the same way as any other judgment by the methods outlined on here–here. The creditor must apply for registration of the foreign judgment within 12 months of the date of the judgment. Recognition can be refused if the client was not duly served and did not receive sufficient notice of the proceedings. Enforcement of judgments for taxes, fines or penalties is not allowed. Recognition can also be refused if the judgment was obtained by fraud or if the foreign court did not have jurisdiction over the client. The High Court will accept that the foreign court had jurisdiction if the client was ordinarily resident or had their place of business within the court's jurisdiction, or accepted the foreign court's jurisdiction by voluntarily taking part in the proceedings. If the client wants to challenge the creditor's right to enforce its judgment in England and Wales, they must apply for the registration order to be set aside.
- **Judgments obtained in Australia, Canada, India, Pakistan, Jersey, Guernsey, the Isle of**

Man, Israel, Suriname or Tonga. 11 It is relatively straightforward for a creditor to obtain recognition and move to enforce these judgments. The creditor must apply to the High Court for the judgment to be registered. This application is made without giving notice to the client. The application must include an authenticated copy of the judgment and written evidence in support of the application. Once the judgment has been registered, it can then be enforced in England and Wales like any other judgment by the methods outlined on here–here. The limitation period is six years from the date of the judgment. Recognition can be refused if the client was not duly served and did not receive sufficient notice of the proceedings. Enforcement of judgments for taxes, fines or penalties is not allowed. Recognition can also be refused if the judgment was obtained by fraud or the foreign court did not have jurisdiction over the client. The High Court will accept that the foreign court had jurisdiction if the client was ordinarily resident or had their place of business within the court's jurisdiction, or accepted the foreign court's jurisdiction by voluntarily taking part in the proceedings, or if the proceedings concerned land situated in the foreign country. If the client wants to challenge the creditor's right to enforce its judgment in England and Wales, they must apply for the registration order to be set aside.

- **Judgments obtained in any other jurisdiction, including the United Arab Emirates, United States, Russia and China**. 12 Such judgments can only be enforced by the creditor starting fresh proceedings in England and Wales to enforce the foreign judgment as a debt. Summary judgment can usually be obtained against the client on the basis that they have no real prospect of successfully defending the claim (see here). 13 Once a judgment has been obtained in England and Wales, it can then be enforced in the same way as any other judgment by the methods outlined on here–here. The limitation period for starting the fresh proceedings is six years from the date the foreign judgment became enforceable. A judgment can be refused if the client was not duly served and did not receive proper notice of the foreign proceedings or the opportunity to defend themself. Enforcement of foreign judgments for taxes, fines or penalties is not allowed. A judgment can also be refused if the foreign judgment was obtained by fraud or if the foreign court did not have jurisdiction over the client. The High Court will accept that the foreign court had jurisdiction if the client was ordinarily resident or had their place of business within the foreign court's jurisdiction or accepted the foreign court's jurisdiction by voluntarily taking part in the proceedings. In addition, the foreign court will be presumed to have had jurisdiction if the client was present in the foreign country when the proceedings were commenced. If the client wants to dispute the creditor's right to enforce its judgment in England and Wales, they must raise any challenge to the enforcement of the foreign judgment as a defence to the claim.

Cases on the recognition and enforcement of foreign judgments in England and Wales are usually heard in the High Court. 14 In general, the High Court does not recognise or enforce foreign judgments that are subject to an appeal in the foreign country. Get specialist advice if a client has

a foreign judgment debt that the creditor is trying to enforce and the client wants to challenge. [15]

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1 gov.uk/government/publications/cross-border-civil-and-commercial-legal-cases-guidance-for-legal-professionals/cross-border-civil-and-commercial-legal-cases-guidance-for-legal-professionals

2 EU Regulation 1215/2012. See Civil Jurisdiction and Judgments (Amendment) (EU Exit) Regs 2019 as amended by SI 2020 No.1493.

3 The registration of the judgment does not create a new limitation period under s.24 LA 1980 (which prevents action upon any judgment after the expiration of six years from the date on which the judgment became enforceable). Section 24 only applies to actions brought in England and Wales: *Olsen v Finansiel Stabilitet* [2025] EWHC 42 (KB) at para 90

4 EU Regulation 44/2001 as retained by Art 66(2) EU Regulation 1215/2012

5 The registration of the judgment does not create a new limitation period under s.24 LA 1980 (which prevents action upon any judgment after the expiration of six years from the date on which the judgment became enforceable). Section 24 only applies to actions brought in England and Wales: *Olsen v Finansiel Stabilitet* [2025] EWHC 42 (KB) at para 90

6 Lugano Convention 2007

7 The registration of the judgment does not create a new limitation period under s.24 LA 1980 (which prevents action upon any judgment after the expiration of six years from the date on which the judgment became enforceable). Section 24 only applies to actions brought in England and Wales: *Olsen v Finansiel Stabilitet* [2025] EWHC 42 (KB) at para 90

8 Brussels Convention 1968 as retained by Art 68 EU Regulation 1215/2012

9 The registration of the judgment does not create a new limitation period under s.24 LA 1980 (which prevents action upon any judgment after the expiration of six years from the date on which the judgment became enforceable). Section 24 only applies to actions brought in England and Wales: *Olsen v Finansiel Stabilitet* [2025] EWHC 42 (KB) at para 90

10 Administration of Justice Act 1920

11 Foreign Judgments (Reciprocal Enforcement) Act 1933

12 Common law: *Adams v Cape Industries* [1990] Ch 433

13 r24 CPR

14 The procedure is contained in Part 74 CPR; CPR PD 74A

15 See G O'Malley, 'Enforcement of foreign debt in England and Wales', *Quarterly Account* 38, IMA

Scotland and Northern Ireland

If a creditor wants to enforce a judgment made in Scotland or Northern Ireland in England and Wales (or vice versa), it must obtain a standard certificate from the original court and apply to the High Court for this to be registered. It must apply within six months of the certificate being issued. Once the certificate has been registered, a copy of the registration order must be served on the client.