

DELEGATED POWERS REPORT NO.

1940

SUBJECT:

Control sheet

All of the following actions MUST be completed at each stage of the process and the signed and dated report MUST be passed to the Governance Service for publishing

All reports		
1. Governance Service receive draft report	Name of GSO Date	Governance Service 14/12/2012
2. Governance Service cleared draft report as being constitutionally appropriate	Name of GSO Date	Governance Service 14/12/2012
3. Finance clearance obtained (<i>report author to complete</i>)	Name of Finance officer Date	Jayne Fitzgerald 26.11.2012
4. Staff and other resources issues clearance obtained (<i>report author to complete</i>)	Name of Resource officer Date	Bill Murphy 19.12.2012
5. Strategic Procurement clearance obtained (<i>report author to complete</i>)	Name of SPO Date	Lesley Meeks 14.12.2012
6. Legal clearance obtained from (<i>report author to complete</i>)	Name of Legal officer Date	Olufunke Osifeso 14.12.2012
7. Policy & Partnerships clearance obtained (<i>report author to complete</i>)	Name of P&P officer Date	n/a
8. Equalities & Diversity clearance obtained (<i>report author to complete</i>)	Name of officer Date	n/a
9. The above process has been checked and verified by Director, Head of Service or Deputy	Name Date	Bill Murphy 19.12.2012
10. Signed & dated report, <u>scanned or hard copy</u> received by Governance Service for publishing	Name of GSO Date	Paul Frost 14/02/13
11. Report published by Governance Service to website	Name of GSO Date	Paul Frost 14/02/13
12. Head of Service informed report is published	Name of GSO Date	Paul Frost 14/02/13
Key decisions only:		
13. Expiry of call-in period	Date	N/A
14. Report circulated for call-in purposes to Business Management OSC members & copied to Cabinet Members & Head of Service	Name of GSO Date	N/A

**ACTION TAKEN UNDER DELEGATED POWERS BY OFFICER
(EXECUTIVE FUNCTION)**

Subject	Awarding of contracts for external Bailiff Services contracts for Revenues
Officer taking decision	Assistant Director of Customer Services
Date of decision	19 December 2012
Date decision comes into effect	19 December 2012

Summary	This report seeks approval to award new contracts to our existing bailiffs, Newlyn Collections Services Ltd and Phoenix Commercial Collections Ltd for a one year term under the Eastern Shires Procurement Organisation (ESPO) framework.
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Officer Contributors	Mick Bradburn, Revenues & Benefits
Status (public or exempt)	Public
Wards affected	All wards
Enclosures	Appendix A-ESPO framework specification
Reason for exemption from call-in (if appropriate)	Not applicable
Key decision	No

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1. RELEVANT PREVIOUS DECISIONS

1.1 None

2. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

The corporate Plan 2012-2013 commits the council to delivering “Better Services with less money”.

Compliance with the Council’s is statutory regulations on the collection of local taxation and has a fiduciary duty to maximise the recovery of miscellaneous income debts.

3. RISK MANAGEMENT ISSUES

3.1 I have considered whether the issues involved are likely to raise significant levels of public concern or give rise to policy considerations. I can confirm that it is not considered that the issues would raise significant levels of public concern.

3.2 The use of bailiffs to levy distress is a fundamental part of the statutory recovery process for local taxation. Unless bailiffs are employed to carry out this function on behalf of the Council, there is a high risk that the receipt of revenue in excess of £2 million over the one-year period of the contract would be significantly delayed and a proportion could become irrecoverable.

3.3 The contracts will be predominantly for bailiff services in respect of local taxation and will be at no, cost to the Council. No commission on these monies recovered is payable to the contractor. All standard fees and expenses incurred in the execution of local taxation liability orders are charged to the debtors and retained by the contractor. The Council may in exceptional circumstances agree to reimburse the contractor for special action on individual cases, taken at the Council’s request by the contractor.

3.4 In addition, and as in previous contracts, the option to use bailiffs to execute local taxation arrest warrants is included; previously there has been a charge for this service. However, both Newlyn and Phoenix will now carry out his service without any cost to the Council. The contract also covers the collection of overpaid Housing Benefits; this is a collection service only as the bailiffs have no powers to levy distress for these debts or to charge fees to debtors, for this service Phoenix charge a commission rate of 10% and Newlyn charge 15%.

4. EQUALITIES AND DIVERSITY ISSUES

4.1 I have considered whether this issue is likely to raise any concerns under the Council’s Equalities or Diversity policies and do not consider that there are any such concerns.

5. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

- 5.1 This report has no direct financial, staffing, ICT or property implications for the Council
- 5.2 The contracts are predominantly for bailiff services in respect of local taxation and are at no, or nominal, cost to the Council. No commission on monies recovered is payable to the contractor, other than for collection of overpaid Housing Benefit.. All standard fees and expenses incurred in the execution of local taxation liability orders are charged to the debtors and retained by the contractor. The Council may in exceptional circumstances agree to reimburse the contractor for special action on individual cases, taken at the Council's request by the contractor.
- 5.3 The chosen route for procurement was the Eastern Shires Purchasing Organisation given that this Framework provides quick and easy access to specialist suppliers which meet the Council's requirements. These contractors have been successful following an EU compliant procurement process.

6. LEGAL ISSUES

- 6.1 The Eastern Shires Purchasing Organisation (ESPO) is fully compliant with the requirements of the Public Contracts Regulations 2006 and the European Union Public Procurement Directive.
- 6.2 The Authority shall be entitled to assign, novate or otherwise dispose of its rights and obligations under the framework agreement or any part thereof to any Contracting Authority, private sector body or any other body established under statute provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Agreement

7. CONSTITUTIONAL POWERS

- 7.1 Constitution, Part 4 – Contract Procedure Rules – The Acceptance threshold for contract authorisation detailed under table 5.1, where the contract value is below £24,999, authority of **Director/Assistant Director must be sought**.

8. BACKGROUND INFORMATION

- 8.1 Phoenix Commercial Collections and Newlyns were initially awarded contracts in August 2004 for a five year period with an option to extend for a further 2 years. That option was taken up and the contracts expired at the end of August 2011.
- 8.2 ESPO is a framework agreement that has been established to provide bailiff services. The procurement process has been fully compliant throughout with the requirements of relevant legislation, in particular the Public Contracts Regulations 2006, and the European Union Public Procurement Directive. The framework is available for use by all public sector bodies in the UK. All the suppliers have been assessed in respect of their general suitability (policies on equalities, health and safety etc).
- 8.3 ESPO framework enables the Authority select contractors directly from an

approved list; both of the current incumbents are included on the approved list. This complies with 6.9 of the LBB Contract Procedure Rules. It is a legitimate and correctly procured framework and would be the most economically advantageous route.

- 8.4 It is therefore desirable to award the contracts to the current incumbents, Phoenix Commercial Collections and Newlyn PLC, through the ESPO framework. A re-tendering exercise for external bailiff services would be an additional strain on resources and not advisable during this period of change. It is envisaged that the successful bidder would not want to have to go through a lengthy tendering process immediately after the award of the contract and the clause in the bailiff's contract allowing it to be novated would address this. The length of the contract would only be for 1 year. Furthermore, local taxation collection rates are already suffering in the present general economic climate and continuity of bailiff services is a key factor in mitigating this. The performance of both bailiff companies is satisfactory. Both companies have confirmed their acceptance of this proposal.

9. LIST OF BACKGROUND PAPERS

- 9.1 ESPO specification.
- 9.2 Phoenix pricing Schedule
- 9.3 Newlyn Pricing Schedule
- 9.4 Phoenix acceptance letter
- 9.5 Newlyn acceptance letter

10. OFFICER'S DECISION

I authorise the following action:

- 10.1 **That the option to award the Bailiff Services Contracts to Newlyn Collection Services Ltd and Phoenix Commercial collections Ltd to be exercised for a one year period subject to the completion of all necessary legal and other documentation.**

Signed **Assistant Director of Customer Services**

Date **19 December 2012**

APPENDIX A

The Specification used to establish this Framework

1. INTRODUCTION TO THE SERVICE

- 1.1. The London Borough of Barnet intends to maximise the collection of debts through the effective use of all available recovery options, to reduce the costs of collection and ensure a high quality Bailiff service is provided.
- 1.2. This Specification describes the service required and the standards expected from the Service Provider(s), providing a bailiff service in respect of council tax, non-domestic rates, sundry debts, the service of documents and any such other debts as and when the Council requires.
- 1.3. For easy reference within this Specification all Orders or Warrants to collect the debt shall be known as a Recovery Order (s). This includes but is not limited to Liability Orders and Warrants of Execution and in all cases the relevant Legislation governing each one is applicable.
- 1.4. Tracing and Collection activity does not provide for collection of any additional fees by the Service Provider(s) over and above the face value amount shown on the relevant Recovery Order or any other appropriate documentation supplied to the Service Provider(s) by the Council. When requested a pre-agreed commission rate will be deducted by the Service Provider(s) from all full payments received direct from the debtor and the remainder of the payment will then be forwarded by the Service Provider(s) to the Council.
- 1.5. The Council expects the Service Provider(s) to work in conjunction with Council Officers to continuously seek improvements in the provision of a Bailiff service. The Service Provider(s) is expected to co-operate with all Council Officers to ensure the service delivery to the public is of the highest standard.
- 1.6. In ALL CASES the Bailiff's initial contact with the debtor will be with the intention of obtaining immediate and full payment.
- 1.7. The Council is committed to providing a quality service and expect all agents to meet the standards set for all Council staff. The Service Provider(s) will ensure that at all times their employees act in a responsible and professional manner and adopt a clear, reasonable and fair charging policy in the application of all fees.
- 1.8. The Bailiff SHALL levy distress in a humane, firm and fair manner in accordance with applicable legislation and regulations, with the policies and procedures as set out by the Council and the Services Provider(s) own code of conduct. The Council seeks to recover the debt as quickly as reasonably practicable without imposing unreasonable hardship.

- 1.9. As with our existing Bailiff arrangements, Liability Orders are enforced on a nil commission basis.
- 1.10. The agreement period will be for 3 years with an option to extend for up to a further one year, subject to satisfactory performance by the Service Provider(s). The Council may appoint more than one Service Provider in the provision of the services and no part or totality of the services is guaranteed to be offered to any one Service Provider.

2. APPOINTMENT AND TRAINING OF BAILIFFS & CONDITIONS OF SERVICE

- 2.1 The Bailiff SHALL be registered under and conform to all the requirements of the Data Protection Act 1998 and all other appropriate legislation (as amended from time to time).
- 2.2 All individuals carrying out distress, whether or not acting with other individuals, SHALL hold a valid certificate from a County Court authorising them to act as Bailiffs.
- 2.3 The Service Provider(s) must provide to the Council a copy of valid Bailiff Certificates and updates as and when required.
- 2.4 The Service Provider(s), or any Bailiff employed by them, SHALL NOT sub-contract any of the work authorised to be carried out by the Council.
- 2.5 The Bailiff SHALL ensure that staff employed by them receive sufficient training to be able to understand the general principles and legislation regarding the type of debt being recovered.
- 2.6 Bailiffs SHALL be able to advise debtors where they can obtain debt advice within their area.
- 2.7 Bailiffs SHALL be dressed smartly, and be courteous and polite in all circumstances.
- 2.8 All vehicles used by the Bailiff shall carry appropriate insurance.

3. INFORMATION TO DEBTORS

- 3.1 Any Bailiff attending premises for the purpose of levying distress SHALL at all times carry proof of their identity (in the form of an authorised identity card, including a photograph). They SHALL also carry written confirmation of the fact that the Council has instructed them to recover the debt from a person believed to be occupying those premises.
- 3.2 The identity card and confirmation of instructions to recover the debt SHALL be shown to any person who is being requested to allow access to the premises at the time of or before such a request for access is made, whether or not such a person requests to see them.
- 3.3 The name of the Bailiff who has attended the premises SHALL be made clear on all documentation left with the debtors and/or any other person at the premises, including all documentation that is left at the premises. All documents

left at unattended premises SHALL be in sealed envelopes.

3.4 The Bailiff SHALL issue an adequate and proper receipt for all monies received either directly by an individual Bailiff and/or by the Bailiff's office, whether by cheque or in cash and the debtor SHALL be advised by the Bailiff to keep all receipts to verify any payments made.

3.5 All agreements made by the Bailiff as between the Council on the one hand, and a debtor on the other, concerning repayment terms and instalments SHALL be recorded in writing in duplicate and a copy SHALL be provided to the debtor.

3.6 Bailiff correspondence SHALL include a schedule of ALL fees that may be charged by Bailiffs.

3.7 Bailiff correspondence SHALL explain the procedure for appeal against unlawful or irregular distress for all debts.

4. CONFIDENTIALITY AND ACCESS TO INFORMATION

4.1 Neither the Service Provider(s), nor its employees, shall sell or exchange any information relating to the identity of any debtor or any member of the debtor's household with any other person, other than with the Council, subject to paragraph 4.2.

4.2 The Service Provider(s) MAY be authorised by the Council to provide information to any bona-fide adviser/ legal representative or family member who is acting on behalf of the debtor.

4.3 The Service Provider(s) and the Council will supply names and contact details at the start of the Contract of all authorised officers / employees who are authorised to instruct (or take instructions) on behalf of their organisation and update as and when required.

4.4 All information acquired by the Service Provider(s) / Bailiff during the performance of their duties under contract with the Council SHALL remain confidential to the Service Provider, Bailiff and the Council and other persons referred to in the previous paragraph.

4.5 The Council SHALL have access to the Bailiff's records and computer information relating to the levying of distress and associated debt collection activities for all debts when requested by the Council's Authorised Officer. It is preferable that the Council can access this information via a secure online link.

4.6 It is preferable that the Service Provider(s) supports the provision of the specified services with an IT system that has the ability to interface with the Council's IT system. Further information will be provided and discussed with those invited to make a presentation.

4.7 Prior to actioning any instruction the Service Provider(s) will transfer and reconcile the record with their IT system. These records must be kept up-to-date. A clear audit trail must be maintained at all times providing a comprehensive history of all activities and outcomes at an individual case level from receipt of instruction through to its ultimate return.

4.8 An acknowledgement receipt of all instructions must be electronically transferred to the Council within 24 hours of receipt

5. MEANS OF COMMUNICATION

- 5.1** The Service Provider shall provide secure access via the Internet, for nominated Council officers to view and update live cases on their database.
- 5.2** The Service Provider(s) / Bailiff SHALL comply with any instructions given by or on behalf of the Authorised Officer of the Council, other than those that they consider would prejudice the rights of debtors under relevant legislation and this Specification and Code.
- 5.3** The Service Provider(s) SHALL ensure that they have adequate public communication systems (telephones and e-mail), in place to enable debtors to make contact with their office. Telephone charges SHALL be at a Local Rate. Telephone lines SHALL open and be available to the Council and the public between 8:00am and 6:00pm Monday to Friday.
- 5.4** The Bailiff levying distress must be immediately contactable at all times so that they can receive instructions.
- 5.5** If the Service Provider(s) is instructed to return a case to the Council or to place a Recovery Order on hold, they shall immediately cease their actions and/or return the case at the first available opportunity. No costs already incurred will be chargeable to the Council. The Service Provider(s) may be required to issue a refund equivalent to any monies paid.
- 5.6** The Bailiff SHALL be aware of any circumstances in which distraint would cause unacceptable hardship or distress to a debtor. In particular, they should identify whether a debtor is in any of the following situations:
- (a) long-term sickness or serious illness
 - (b) recent bereavement within the family
 - (c) single (one) parent family
 - (d) pensioner
 - (e) unemployed person
 - (f) serious marital problems
 - (g) severe communication (language) problems
 - (h) any other circumstances where the enforcement of a liability order would cause severe hardship to the debtor
 - (l) the debtor appears to be pregnant and /or in the final weeks of pregnancy

In these situations, the Bailiff SHALL report to the Council, as required, prior to taking action.

6. ACTIONS PRIOR TO LEVYING DISTRESS

- 6.1** Before levying distress, the Bailiff SHALL seek to establish whether the debtor is in receipt of Income Support or Job Seekers Allowance (Income Based). If the debtor is in receipt of these benefits, this information should be verified with the Council to enable a decision to be given on whether or not to proceed.
- 6.2** Before levying distress, the Bailiff SHALL establish whether the debtor is in employment. The debtor shall be made aware that he/she is under a duty to provide income details and the Bailiff SHALL endeavour to obtain this

information in all circumstances when a debtor makes an arrangement for payment. Again, confirmation SHALL be sought from the Council as to whether or not to proceed with the levy. In this instance, the debtor must pay any appropriate Bailiff fees already incurred.

7. METHODS OF PAYMENT

7.1 The Service Provider(s) / Bailiff SHALL make provision for payment using the following methods:

- (a) Through a bank**
- (b) Through the Post Office / Pay Point**
- (c) By post to the Bailiff's office**
- (d) In person at the Bailiff's office**
- (e) By debit card**
- (f) By credit card**
- (g) Internet (where possible)**

Fees may be charged to the debtor for making payment by Debit / Credit Card. The fees charged will be the lower of the amount charged to the Bailiff by their own bank or 5%.

8. ACTIONS IN LEVYING DISTRESS

8.1 Before seeking access to any premises, the Bailiff SHALL seek to establish whether the debtor named on the Recovery Order still lives at or occupies the premises concerned.

8.2 Where a debtor is not resident at the address supplied by the Council, the Service Provider(s) shall take all reasonable steps to trace the debtor.

8.3 Distress SHALL only be levied by carrying out the following steps:

- (a)** gaining reasonable physical access to the premises, with the consent of the debtor and without any use of force;
- (b)** identifying specified items of property which are not required to be exempted as belonging to the named debtor;
- (c)** listing those items in duplicate on a document including an estimate of the sale value of each item ("the walking possession agreement"); No item may be removed that is not properly listed on the form of walking possession agreement;
- (d)** providing the debtor with a copy of the document and allowing them to read the document in full; and
- (e)** when entering into a Walking Possession agreement, the Bailiff SHALL obtain the signature of the debtor.

8.4 In relation to all debts, the Bailiff SHALL NOT enter a property if there is no

other person aged over 18 on the premises.

- 8.5** Distress SHALL NOT be levied unless the debtor is present on the premises in person at the time of the distress.
- 8.6** Distress SHALL NOT be levied *constructively*, for example by posting the walking possession agreement through a letterbox and having it signed and returned by post.
- 8.7** No entry may be forced to any property or part of any property for the purposes of levying distress, whether internally or externally.
- 8.8** No entry to premises shall be attempted before 7.00 a.m. or after 8.00 p.m. from Monday to Friday (except with the express approval of the Council in exceptional cases). Weekend visits MAY be made subject to prior agreement with the Council.
- 8.9** If the debtor is not present on the premises when the Bailiff calls, the Bailiff SHALL leave information in a sealed envelope with the name and address of the debtor on the document.
- 8.10** The Bailiff SHALL at all times act in such a way as to minimise any embarrassment, or the possibility of intimidation, and wherever possible should see the debtor in private unless the debtor wishes other persons to be present.
- 8.11** The Bailiff SHALL NOT levy distress immediately where they have reason to believe that:
- (a) In the instance of an unpaid Council Tax debt, there is an outstanding Council Tax benefit application covering the period during which the arrears arose;
 - (b) In the Instance of an unpaid Council Tax debt, the debtor disputes liability for the tax and is able to provide valid written evidence that the Council is aware of the dispute and is currently considering the position;
 - (c) the debtor claims that they have paid the debt and are able to provide valid proof of payment such as a valid receipt from the Council.

In such cases, the Bailiff SHALL contact the Council, whilst at the property, for further instructions.

- 8.12** The Bailiff SHALL NOT levy distress on any item not belonging to the debtor and on the following items:-
- clothing reasonably required for the use of the debtor or a member of his or her household;
 - the implements, tools of trade, vehicles, books or other equipment reasonably required for the use of the debtor in the practice of a professional trade or business not exceeding £500 in all;
 - medical aids or medical equipment reasonably required for the use of the debtor or a member of his or her household;
 - books or other articles reasonably required for the education or training of the debtor or any member of his or her household up to a value of £500;

- articles reasonably required for the care or upbringing of a child member of the debtor's household;
- articles required for the care of any person over the age of 60 or for a person of any age suffering from
- mental or physical disability;
- the following items when reasonably required for the use of any person residing in the dwelling house:
 - (a) beds or bedding
 - (b) household linen
 - (c) chairs
 - (d) tables
 - (e) food
 - (f) light fittings
 - (g) heating appliances
 - (h) curtains
 - (i) floor coverings
 - (j) cooker and basic utensils used for cooking
 - (k) refrigerators
 - (l) any articles required for the safety of the persons living in the dwelling house
 - (m) any items purchased using social fund payments paid by Benefits Agency or by virtue of payments made under Section 1 of the Child Care Act 1969 or the Children Act 1989

8.13 The Bailiff SHALL levy distress at any contact address, within England and Wales, at which a debtor resides or may have moved (where required to do so by the Council). It SHALL NOT be acceptable to return a Recovery Order because the debtor lives outside The London Borough of Barnet.

8.14 A minimum of two unsuccessful visits to the debtor's address SHALL be made before the case is referred back to the Council. These visits SHALL take place on different days, and at different times of the day. Of the minimum two visits at least one must be made outside the hours of 9 am to 5 pm if it has not been possible to contact the debtor previously.

8.15 In order to comply with the Articles of the Human Rights Act 2000 the method of enforcement must cause the least disproportionate interference with an individual's rights. This means that the level of enforcement used must not be excessive or unreasonable.

8.16 For cases where immediate attention is required to secure payment of the debt, the Bailiff SHALL make arrangements for appropriate action to be taken within a maximum of 24 hours of receiving the Council's instruction.

8.17 The Service Provider(s) shall not hold any instruction to levy distress for a period greater than 6 months except where in each instance, permission has been granted by the Council's Authorised Officer, or where an arrangement for payment has been entered into with the debtor and with the Council's full approval.

9. BAILIFF CHARGES / FEES AND EFFECT OF ALTERNATIVE PAYMENT METHODS

- 9.1** The Bailiffs' charges SHALL NOT exceed such sums as are set out in Legislation, dependent on the nature of the debt being recovered.
- 9.2** Where applicable the Bailiff SHALL NOT make any charges to the debtor for the posting of letters or for receiving payments, except in the case of credit cards.
- 9.3** Where instructions are received from the Council to suspend action, the Bailiff SHALL ensure that the debtor and Council incur no further costs of any kind.
- 9.4** In order to secure payment the Service Provider(s) may enter into any arrangement with a debtor providing it is firm but realistic and the duration of the arrangement is not greater than 6 months.
- 9.5** To enter an arrangement of a greater duration the Service Provider(s) must obtain the agreement of the Council's Authorised Officer in each instance.
- 9.6** Whether or not an agreement to pay by instalments is made at the time of levying distress, the Bailiff is entitled to enter into a walking possession agreement. A Removal Fee SHALL only be charged where a visit is made with an appropriate vehicle and with the primary intention of removing goods.
- 9.7** The Bailiff shall make no charge to the debtor for the setting up and administration of payment arrangements, with the exception of credit/debit card commission specified in section 7.1 above.
- 9.8** Where an instalment arrangement has been agreed but is not kept, the Service Provider(s) / Bailiff SHALL inform the Council immediately (if required to do so by the Council) and SHALL contact the debtor and invite the debtor to give their reasons for the failure to pay.
- 9.9** The Service Provider(s) shall account for all monies collected and remit to the Council within 7 days of clearance.

10. REMOVAL AND SALE OF GOODS

- 10.1** The Bailiff SHALL liaise with the Council, confirm the balance outstanding and, subject to receiving the Council's permission, may THEN remove and/or sell the goods of the debtor.
- 10.2** At this stage, the Bailiff SHALL give the debtor a final warning requiring them to pay the debt.
- 10.3** The Bailiff SHALL submit to the Council upon appointment their policy relating to sales and the method of sale they propose to adopt. The Council SHALL approve such policy.
- 10.4** The Bailiff SHALL take all steps possible to obtain the best price and SHALL impose a reserve price at any auction when required to do so by the Council, under this Specification or otherwise. The Bailiff SHALL consider whether an auction is the appropriate method of obtaining the best price and in particular shall do so where an item concerned is of a specialist nature or of particular value.
- 10.5** the Bailiff SHALL report the place and timing of the sale to the debtor at least five days before such sale is to take place.

- 10.6** Where a sale has taken place, the Bailiff SHALL report to the debtor the place and times of the sale as well as the price of each item that has been sold.
- 10.7** Where the Bailiff is in possession of a person's goods, they SHALL ensure that they are handled with due care and attention and properly secured for the purposes of transporting them. the Bailiff SHALL also ensure that the goods are adequately insured and are safely and securely stored pending sale.

11. COMPLAINTS

- 11.1** The Service Provider(s) SHALL appoint a named senior manager to deal with any complaints and this person shall have authority to instruct all Bailiffs operating on behalf of the Council and have immediate access to such Bailiffs by mobile telephone. For the purpose of reporting a complaint, the Bailiffs Head Office telephone number SHALL appear on all correspondence and all leaflets provided by the Bailiffs to the debtor.
- 11.2** The named senior manager SHALL deal with complaints according to the Service Provider(s) own Complaints Policy which will be agreed with the Council prior to the commencement of the Contract.
- 11.3** In cases where a debtor disputes liability, the Service Provider(s) shall immediately take steps to resolve that dispute, including immediately contacting the Council's Authorised Officer by telephone. No further action to levy distress will be taken until the situation has been resolved or until further instruction is received from the Council.
- 11.4** All complaints that are received by the Service Provider(s) must be acknowledged within 2 days of receipt and responded to in writing within no later than the following 5 working days.
- 11.5** In cases where the customer has contacted the Council directly, the Service Provider(s) will be instructed to suspend further action until such time the situation has been resolved or until further instruction is received from the Council. If further information is requested by the Council, which may include case history, this information must be provided within 2 working days.

12. ADMINISTRATION

- 12.1** The Service Provider(s) / Bailiff SHALL maintain full and professional information systems to ensure the highest standards of administration including reporting tools. All records of contact with debtors SHALL be kept for six years.
- 12.2** For reasons of fairness and transparency an Individual Council Account/s SHALL be established for the prompt banking of both gross debtor and also nett service provider remittances with access readily available for inspection by the Council's Officers.
- 12.3** Any insolvency/bankruptcy notice relating to a debtor, which is notified to the Bailiff SHALL immediately be notified to the Council for further instruction.
- 12.4** Where a property is found by the Bailiff to be unoccupied, all relevant details (e.g. sale board, agents, condition of property etc) SHALL be immediately reported to the Council.
- 12.5** All monies received by the Bailiff shall be remitted to the Council on a weekly basis (unless otherwise agreed with the Council), together with an

analysis/breakdown of the associated debts. The Service Provider(s) payment system must allow for remittance to the Council to be made via BACS method if required by the Council.

- 12.6** A Recovery Order SHALL be returned to the Council after 6 months, unless a reasonable extended arrangement has been agreed with the Debtor. In this regard, the Service Provider(s) SHALL, and gain approval from the Council where debts will take longer than this period to be settled.
- 12.7** Where it is not possible to effect distress, the Recovery Order SHALL be endorsed ("No Effects") and returned to the Council with a full report of the action taken and the reasons for return. All such notices should be returned on a prompt and regular basis, i.e. with the weekly accounts. Where full payment is obtained on a Recovery Order the Bailiff SHALL confirm the matter is paid on a weekly list sent to the Council.
- 12.8** Where the debtor is not at the address supplied by the Council, the Bailiff SHALL take reasonable steps to trace the debtor and collect revenues or execute the Recovery Order. The Service Provider(s) SHALL notify the Client immediately once it is found that a debtor has vacated the property.
- 12.9** All correspondence received from the debtor or Council SHALL be responded to by the Service Provider(s) within 5 working days.
- 12.10** Administration and storage of data SHALL be conducted in a secure environment and in accordance with section 4 above.
- 12.11** All employees of the Service Provider(s), who deal with Council Tax, Non Domestic Rate debtors and all other debts SHALL have sufficient knowledge of the relevant legislation to allow them to deal with the matter correctly.
- 12.12** Copies of all letters, forms and stationery to be used by Bailiffs SHALL be submitted to the Council for approval prior to its use.
- 12.13** The Bailiff SHALL return any case immediately, without charge, on specific instructions of a duly authorized officer. This SHALL be done regardless of the stage of enforcement, or circumstances of the case.

13. MONITORING AND REVIEW

- 13.1** Regular Management meetings when requested by the Council, e.g. quarterly, will be arranged with the Service Provider(s) to monitor and assess compliance with this Document and performance in general.
- 13.2** A list of Key Performance Indicators for each debt will be agreed with the successful Service Provider(s) at the commencement of the agreement.
- 13.3** The Service Provider(s) / Bailiff SHALL provide regular management reports for performance monitoring purposes (with particular regard to SECTION 12.1 above).
- 13.4** In addition to any more specific obligations imposed by the terms of the Agreement, it shall be the duty of the Service Provider(s) to provide the Services to the Contract Standard which in all respects shall be to the satisfaction of the Authorised Officer.
- 13.5** During the Agreement, the Authorised Officer may inspect and examine the

provision of the Services being carried out without notice at any time. The Service Provider(s) shall provide to the Council all such facilities as the Council may require for such inspection and examination.

- 13.6** The Service Provider(s) will be required to provide a number of predetermined reports on a weekly basis detailing activities carried out, collection statistics and case summaries.
- 13.7** The Service Provider(s) may be required to provide, when requested by the Authorised Officer, within 2 working days, any additional adhoc information and reports.
- 13.8** An expectation for a suitable level of recovery (%) will be agreed prior to commencement of the agreement. Collection levels will be agreed, monitored and will be a factor in the future percentage distribution of work allocated to each Service Provider(s)
- 13.9** The Service Provider(s) will be expected to achieve an initial collection rate of no less than 25% for all the cases submitted within 6 months of receipt specifically regarding Parking Penalty Charge Notice debts.
- 13.10** This document is subject to review and amendment as the Council decides necessary.

VAT INVOICES

- 14.**
- 14.1** V.A.T shall be payable, where applicable, by the councils on bailiff fees collected by the service provider. Invoices shall be submitted with the weekly payment schedules.
- 14.2** Separate invoices for each category of debt MUST be supplied each month to the Authorised Council Officer
- 14.3** Where Bailiff fees have been paid direct to the councils, separate invoices shall be supplied for remittance of fees to the service provider, and for V.A.T, if applicable, payable on those fees.

HEALTH AND SAFETY

- 15.1** At all times during the length of the Contract, the Service Provider(s) shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued there under, and with the Council's own policies and procedures.
- 15.2** The Service Provider(s) shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the Council's premises.
- 15.3** The Service Provider(s) will be required to nominate a Health and Safety

Representative to liaise with the Authorised Council Officer on all Health and Safety matters.

- 15.4** The Service Provider(s) staff shall follow a system of accident recording in accordance with the Council's accident recording procedure and the Service Provider(s) own accident reporting procedures.
- 15.5** All notifiable accidents shall immediately be brought to the attention of the Authorised Council Officer.
- 15.6** The Service Provider(s) shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify the Council of any change in the Service Provider(s) working practices or other occurrences likely to increase such risks or to cause new hazards.
- 15.7** The Service Provider(s) staff shall be trained to recognise situations which involve an actual or potential hazard including: danger of personal injury to any person on the Council's premises
- 15.8** The Service Provider(s) shall provide such first aid facilities and ensure that its staff abide by such first aid procedures as shall be required by the Council as detailed in the Specification.
- 15.9** The Service Provider(s) shall co-operate with the Authority's Fire, Security and Safety Advisors and shall comply with their reasonable instructions.

16. EQUALITIES

- 16.1** The service provider(s) shall comply with the council's equal opportunities policy and provide monitoring information annually, or as required, on equalities issues including monitoring of complaints by racial groups and workforce profile.

17. APPENDIX A

- 17.1** The Service Provider(s) will be deemed to have read and to understand the contents of Appendix A of this Specification, where applicable to the services, and in particular, will request of the Council for confirmation or clarification of any aspect of the Appendix on which the Service Provider(s) require information or guidance.