

**DATED**

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**FRAMEWORK SERVICES AGREEMENT**

between

**NOTTINGHAM CITY COUNCIL**

and

**ROSSENDALES LIMITED**

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## **PARTIES**

- (1) NOTTINGHAM CITY COUNCIL of Loxley House, Station Street, Nottingham, NG2 3NG (**Customer**).
- (2) ROSSENDALES LIMITED incorporated and registered in England and Wales with company number 1501584 whose registered office is at WAVELL HOUSE, HOLCOMBE ROAD, HELMSHORE, ROSSENDALE, LANCASHIRE, BB4 4NB (**Supplier**).

## **BACKGROUND**

- (A) The Supplier is an expert in the provision of Bailiff services.
- (B) In reliance on that expertise, the Customer wishes to appoint the Supplier to provide services to it and its affiliates under a framework agreement.
- (C) When a Customer or any of its affiliates requests services from the Supplier, and the Supplier is able to provide such services, the relevant parties will enter into a separate service contract in accordance with this framework agreement.
- (D) Each service contract will incorporate the terms and conditions set out in this framework agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

In this framework agreement and each Service Contract, the following rules apply:

- (a) All defined terms used in this framework agreement and any Service Contracts formed under it shall have the meaning given to them in Schedule 5.
- (b) Clause, schedule and paragraph headings shall not affect the interpretation of the framework agreement or any Service Contract.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- (d) The schedules form part of the framework agreement and shall have effect as if set out in full in the body of the framework agreement and any reference to this framework agreement includes the schedules to it.
- (e) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (f) Words in the singular shall include the plural and vice versa.
- (g) A reference to one gender shall include a reference to the other genders.
- (h) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-

enactment and includes any subordinate legislation for the time being in force made under it.

- (i) A reference to **writing** or **written** includes faxes but not e-mail.
- (j) References to this framework agreement means these terms and conditions and schedules as amended from time to time in accordance with clause 7.
- (k) References to clauses and schedules are to the clauses and schedules of the framework agreement or Service Contract (as applicable); references to paragraphs are to paragraphs of the relevant schedule.
- (l) Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. SERVICE CONTRACT PROCESS**

2.1 This framework agreement governs the overall relationship of the parties in relation to the Services provided by the Supplier to the Customer and Customer Affiliates, and sets out:

- (a) in this clause 2, the procedure for the Customer and Customer Affiliates to request the provision of Services from the Supplier under separate Service Contracts;
- (b) in Schedule 2, the template form of service contract to be entered into by the Supplier and Customer or Customer Affiliate; and
- (c) in Schedule 1, the Applicable Terms that are deemed incorporated into each Service Contract.

2.2 The Customer and the Customer Affiliates shall be entitled from time to time to request in writing the provision of any or all of the Available Services from the Supplier.

2.3 Within 20 Business Days of receipt of a written request from the Customer or any Customer Affiliate, the Supplier shall:

- (a) either notify the Customer or Customer Affiliate that it is not able to provide the requested Available Services; or
- (b) complete a draft service contract containing the information referred to in the template service contract annexed to this framework agreement at Schedule 2 and shall submit the draft service contract to the Customer or the Customer Affiliate (as applicable) for its written approval. In preparing the draft service contract the Supplier shall calculate the Charges by reference to the agreed charges for the Available Services set out in Schedule 4

2.4 A Service Contract shall not enter into force, be legally binding or have any other effect unless:

- (a) the Service Contract contains the information required by the template service contract at Schedule 2;
- (b) the Service Contract has been signed by the authorised representatives of both parties to it; and
- (c) as at the date the Service Contract is signed, this framework agreement has not terminated.

2.5 Each Service Contract:

- (a) shall be entered into by the Customer or a Customer Affiliate and the Supplier;
- (b) forms a separate contract between its signatories; and
- (c) shall incorporate the Applicable Terms.

2.6 Any amendment to this framework agreement agreed by the Customer and the Supplier in accordance with clause 7 shall be deemed to apply to all future Service Contracts entered into after the date of such amendment.

### **3. COMMENCEMENT AND TERM**

This framework agreement shall commence on the Framework Agreement Commencement Date and shall, unless terminated earlier in accordance with its terms or by law, continue in force until terminated by a party to it giving the other party not less than three months' prior written notice.

### **4. LIMITATION OF LIABILITY**

4.1 Nothing in this framework agreement shall limit or exclude a party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

4.2 Subject to clause 4.1, neither party to this framework agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the framework agreement.

4.3 Subject to clause 4.1 and clause 4.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this framework agreement shall be limited to £500,000 (five hundred thousand pounds).

4.4 The Customer accepts no liability for the performance by any Customer Affiliate of any Service Contract entered into by such Customer Affiliate.

4.5 This clause 4 shall survive termination of the framework agreement.

## **5. TERMINATION**

5.1 Without affecting any of its rights or remedies, either party to this framework agreement may terminate this framework agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this framework agreement and (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so.
- (b) any of the events set out in clause 5.2 occur.

5.2 The following events constitute rights of termination for a party under clause 5.1(b):

- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
- (e) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 5.2(a) to clause 5.2(h) (inclusive); or
- (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

5.3 Without affecting any of its rights or remedies, the Customer may terminate this framework agreement on giving not less than three months' written notice to the Supplier.

## **6. CONSEQUENCES OF TERMINATION**

6.1 On termination of this framework agreement, howsoever arising, each Service Contract then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such Service Contract, unless earlier terminated in accordance with the terms of such Service Contract.

6.2 Termination of any Service Contract shall not affect any other Service Contract or this framework agreement.

6.3 On termination of the framework agreement:

- (a) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the framework agreement which existed at or before the date of termination; and
- (b) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including: clause 1 (Interpretation), clause 4 (Limitation of liability), clause 6 (Consequences of termination) and clause 15 (Governing law and jurisdiction) and Schedule 5 (Definitions).

## **7. VARIATION**

No variation of this framework agreement shall be valid unless it is in writing and signed by, or on behalf of, each of its parties.

## **8. WAIVER**

8.1 A waiver of any right or remedy under this framework agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to this framework agreement to exercise any right or remedy provided under this framework agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.



- 8.2 No single or partial exercise of any right or remedy provided under this framework agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

## **9. SEVERANCE**

- 9.1 If any court or competent authority finds that any provision of this framework agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this framework agreement shall not be affected.

- 9.2 If any invalid, unenforceable or illegal provision of this framework agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **10. ENTIRE AGREEMENT**

- 10.1 This framework agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understanding or agreement between them, whether written or oral, relating to its subject matter.

- 10.2 Each party to this framework agreement acknowledges that, in entering into this framework agreement, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty (whether made negligently or innocently) that is not set out in this framework agreement.

- 10.3 Nothing in this clause 10 shall limit or exclude any liability for fraud.

## **11. ASSIGNMENT**

- 11.1 The Supplier shall not, without the prior written consent of the Customer, assign, transfer, charge, mortgage, subcontract[, declare a trust of] or deal in any other manner with all or any of its rights or obligations under this framework agreement.

- 11.2 The Customer may, at any time, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this framework agreement.

## **12. NO PARTNERSHIP OR AGENCY**

Nothing in this framework agreement is intended to, or shall operate to, create a partnership between its parties, or to authorise either party to act as agent for the other, and neither party to this framework agreement shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way (including the

making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **13. THIRD PARTY RIGHTS**

13.1 A person who is not a party to this framework agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this framework agreement.

13.2 The Customer and Supplier may vary, terminate or rescind this framework agreement without the consent of any Customer Affiliate.

### **14. NOTICES**

14.1 Any notice or other communication required to be given to a party under or in connection with this framework agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address or fax number specified in this clause 14.

14.2 The addresses for service of a notice or other communication under this framework agreement are as follows:

(a) Supplier: ROSSENDALES LIMITED

(i) address: WAVELL HOUSE, HOLCOMBE ROAD, HELMSHORE, ROSSENDALE, LANCASHIRE, BB4 4NB

(ii) for the attention of: S.40(2)

(iii) fax number: 01706 831126;

(b) Customer:

(i) address: Loxley House, Station Street, Nottingham, NG2 3NG

(ii) for the attention of: Glen O'Connell, Director of Legal and Democratic Services

(c) Customer Party: as set out in the Service Contract.

14.3 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting.

14.4 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. A notice or other communication required to be given under or in connection with this framework agreement shall not be validly served if sent by e-mail.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1 This framework agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 15.2 The parties to this framework agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this framework agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of  
NOTTINGHAM CITY COUNCIL

.....  
Authorised Signatory

Signed by  
for and on behalf of ROSSENDALES  
LIMITED

.....  
Director

## Schedule 1 Applicable Terms

### 1. TERM OF SERVICE CONTRACT

Each Service Contract shall come into force on the date it is executed by its parties in accordance with clause 2 of the framework agreement or such later date as is specified in the Service Contract and shall continue, unless terminated earlier in accordance with these Applicable Terms or by law, until the expiry of the term set out in the Service Contract.

### 2. SUPPLY OF SERVICES

2.1 The Supplier shall supply the Services in accordance with these Applicable Terms and any express terms set out in the Service Contract.

2.2 The Supplier shall provide the Services from the date specified in the Service Contract or, if no date is specified, from the date such Service Contract comes into force in accordance with paragraph 1 of these Applicable Terms.

2.3 The Supplier shall meet, and **time is of the essence** as to, any performance dates specified in the Service Contract, always provided that if no performance dates are so specified the Supplier shall perform the Services within a reasonable time.

2.4 In supplying the Services, the Supplier shall:

- (a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (b) co-operate with the Customer Party in all matters relating to the Services, and comply with all instructions of the Customer Party;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Service Contract;
- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in Schedule 3 of the framework agreement and the Service Contract, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer Party;
- (f) provide all equipment, tools, vehicles and other items required to provide the Services;
- (g) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (h) comply with all applicable laws and regulations;

- (i) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer Party's premises;
- (j) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer Party, and not dispose of or use the Customer Materials other than in accordance with the Customer Party's written instructions or authorisation;
- (k) not do or omit to do anything which may cause the Customer Party to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer Party may rely or act on the Services; and
- (l) not do or omit to do anything which may constitute, cause or contribute to any breach by the Customer Party of any licence or contract or obligation howsoever arising binding on the Customer or Customer Affiliate; and
- (m) notify the Customer Party in writing immediately upon the occurrence of a change of control of the Supplier.

### 3. ANTI-BRIBERY COMPLIANCE

#### 3.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Customer Ethics and Anti-bribery Policy annexed to this agreement at Schedule 6 and any relevant industry code on anti-bribery, in each case as the Customer Party or the relevant industry body may update them from time to time (**Relevant Policies**);
- (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and paragraph 3.1(b), and will enforce them where appropriate;
- (e) promptly report to the Customer Party any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Service Contract;
- (f) immediately notify the Customer in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of execution by the parties of the Service Contract;
- (g) within two months of the date of execution by the parties of the Service Contract, and annually thereafter, certify to the Customer Party in writing signed by an officer of the Supplier, compliance with this paragraph 3 by

the Supplier and all persons associated with it under paragraph 3.2. The Supplier shall provide such supporting evidence of compliance as the Customer Party may reasonably request.

- 3.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Service Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this paragraph 3 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer Party for any breach by such persons of any of the Relevant Terms.
- 3.3 Breach of this paragraph 3 by the Supplier shall be deemed a material breach incapable of remedy under paragraph 11.1(a)).
- 3.4 For the purpose of this paragraph 3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this paragraph 3, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

#### **4. CUSTOMER PARTY'S OBLIGATIONS**

The Customer Party shall:

- (a) co-operate with the Supplier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Customer's Manager in relation to the Service Contract;
- (b) provide such access to the Customer Party's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer Party in writing in advance, for the purposes of the Services;
- (c) provide such information as the Supplier may reasonably request and the Customer Party considers reasonably necessary, in order to carry out the Services in a timely manner; and
- (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer Party's premises.

#### **5. CUSTOMER PARTY'S REMEDIES**

- 5.1 If the Supplier fails to perform the Services by the dates or times specified in paragraph 2.3 of these Applicable Terms, the Customer Party shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (b) to recover from the Supplier any costs incurred by the Customer Party in obtaining substitute services from a third party;
- (c) where the Customer Party has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier;  
or
- (d) to claim damages for any additional costs, loss or expenses incurred by the Customer Party which are in any way attributable to the Supplier's failure to meet such dates or times .

5.2 The provisions of the Service Contract shall apply to any substituted or remedial services provided by the Supplier.

5.3 The rights of the Customer Party under the Service Contract are in addition to its rights and remedies implied by statute and common law.

## **6. TITLE TO DELIVERABLES AND CUSTOMER MATERIALS**

6.1 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored shall pass to the Customer Party on the earlier of their delivery to the Customer Party or payment of the Charges for them. The Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of the transfer of title, it will have full and unrestricted rights to transfer all such items to the Customer Party.

6.2 All Customer Materials are the exclusive property of the Customer Party.

## **7. INTELLECTUAL PROPERTY**

7.1 Unless otherwise specified in the Service Contract, the Supplier shall retain ownership of all Retained IPRs and the Customer Party shall own all Assigned IPRs.

7.2 The Supplier grants the Customer Party a worldwide, non-exclusive, royalty-free perpetual and irrevocable licence under the Retained IPRs to use Services and the Deliverables. The Customer Party may sub-licence such rights to other Customer Affiliates, customers and suppliers.

7.3 The Supplier assigns to the Customer Party, with full title guarantee and free from all third party rights, the Assigned IPRs.

7.4 The Customer Party grants the Supplier a non-exclusive, royalty-free, non-transferable licence to use the Assigned IPRs for the term of the Service Contract in the provision of the Services to the Customer Party and all Customer Affiliates in accordance with this Service Contract.



- 7.5 The Supplier shall, promptly at the Customer Party's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer Party may from time to time require for the purpose of securing for the Customer Party the full benefit of the Service Contract, including all rights, title and interest in and to the Assigned IPRs.
- 7.6 The Supplier shall obtain waivers of any moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction. Such waivers shall be in favour of the Customer Party and its licensees, sub-licensees, assignees and successors in title to the Deliverables.
- 7.7 The Supplier warrants that the receipt, use and onward supply of the Services by the Customer Party and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 7.8 The Supplier shall keep the Customer Party indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer Party as a result of or in connection with any claim brought against the Customer Party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables. This paragraph 7.8 of these Applicable Terms shall survive termination of the Service Contract.
- 7.9 The Customer Party shall:
- (a) notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at paragraph 7.8 of these Applicable Terms (**IPR Claim**);
  - (b) allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Supplier shall obtain the Customer Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
  - (c) provide the Supplier with such reasonable assistance regarding the IPR Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer Party's costs so incurred;
  - (d) not, without prior consultation with the Supplier, make any admission relating to the IPR Claim or attempt to settle it, provided that the Supplier considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer Party into disrepute.

## **8. CONFIDENTIALITY**

- 8.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a

confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. For the purposes of the Service Contract, the Assigned IPRs and the Deliverables shall be deemed the confidential information of the Customer Party. The Receiving Party shall restrict disclosure of the Disclosing Party's confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations or, in the case of the Customer Party, exercising its rights, under the Service Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

8.2 This paragraph 8 of these Applicable Terms shall survive termination of the Service Contract.

## **9. CHARGES AND PAYMENT**

9.1 The Supplier shall maintain complete and accurate records of the Services provided under the Service Contract (and the time spent and materials used by the Supplier in providing such Services). The Supplier shall allow the Customer Party or its representatives to inspect and take copies of such records at all reasonable times on request.

## **10. LIMITATION OF LIABILITY**

10.1 Nothing in the framework agreement or the Service Contract:

- (a) shall limit or exclude the Supplier's or the Customer Party's liability for:
  - (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
- (b) shall limit or exclude the Supplier's liability under paragraph 7.9 of these Applicable Terms.

10.2 Subject to paragraph 10.1 of these Applicable Terms, neither party to the Service Contract shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the framework agreement or the Service Contract.

10.3 Subject to paragraph 10.1 and paragraph 10.2 of these Applicable Terms, the Customer Party's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection

with the Service Contract shall be limited to £50,000 (fifty thousand pounds) throughout the contract term.

- 10.4 Subject to paragraph 10.1 and paragraph 10.2 of these Applicable Terms, the Supplier's total liability to the Customer Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with each Service Contract shall be limited to £500,000 (five hundred thousand pounds) per annum.
- 10.5 No amounts awarded or agreed to be paid under paragraph 7.8 shall count towards the cap on the Supplier's liability under paragraph 10.4.
- 10.6 This paragraph 10 of these Applicable Terms shall survive termination of the Service Contract.

## **11. TERMINATION OF SERVICE CONTRACT**

- 11.1 Without affecting any of its rights or remedies, either party to a Service Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Service Contract and (if such breach is remediable) fails to remedy that breach within a period of twenty days after being notified in writing to do so.
  - (b) any of the events set out in paragraph 11.2 of these Applicable Terms occur.
- 11.2 The following events constitute rights of termination under paragraph 11.1(b) of these Applicable Terms:
- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
  - (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
  - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
  - (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or

- (e) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph 11.2(a) to paragraph 11.2(h) (inclusive) of these Applicable Terms; or
- (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.3 Without affecting any of its rights or remedies, the Customer Party may terminate the Service Contract:

- (a) on giving not less than one months' written notice to the Supplier; and
- (b) in the circumstances set out in paragraph 15 of these Applicable Terms.

## **12. CONSEQUENCES OF TERMINATION**

12.1 Termination of a Service Contract shall not affect any other Service Contract or the framework agreement.

12.2 On termination of the Service Contract:

- (a) the Supplier shall immediately deliver to the Customer Party all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer Party may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this framework agreement or Service Contract;
- (b) the Supplier shall, if so requested by the Customer Party, provide all assistance reasonably required by the Customer Party to facilitate the smooth transition of the Services to the Customer Party or any replacement supplier appointed by it. The Customer Party shall pay for any such assistance at the rates set out in Schedule 4 of the framework agreement, subject to any maximum amount agreed with the Supplier.
- (c) the accrued rights, remedies, obligations and liabilities of the parties to the Service Contract as at termination shall not be affected, including the right

to claim damages in respect of any breach of the Service Contract which existed at or before the date of termination; and

- (d) terms which expressly or by implication have effect after termination shall continue in full force and effect, including: paragraph 7.9 (IPR indemnity), paragraph 8 (Confidentiality), paragraph 10 (Limitation of liability), paragraph 12 (Consequences of termination), paragraph 16(a) (Interpretation), paragraph 16(h) (Governing law and jurisdiction) and Schedule 5 (Definitions) of the framework agreement.

### **13. ENTIRE AGREEMENT**

- 13.1 The Service Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes all previous drafts, agreements, arrangements and understanding or agreement between them, whether written or oral, relating to its subject matter.
- 13.2 Each party to the Service Contract acknowledges that, in entering into the Service Contract, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty (whether made negligently or innocently) that is not set out in the Service Contract.
- 13.3 Nothing in this paragraph 13 shall limit or exclude any liability for fraud.

### **14. THIRD PARTY RIGHTS**

- 14.1 The Customer may enforce the terms of the Service Contract on behalf of the Customer Party, subject to the limits on the Supplier's liability in paragraph 10 of these Applicable Terms. For this purpose, any loss suffered by a Customer Party will not be treated as being indirect, special or consequential simply because it has been suffered by the Customer Party and not by the Customer directly.
- 14.2 Subject to paragraph 14.1 of these Applicable Terms, a person who is not a party to a Service Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Service Contract.
- 14.3 The parties to the Service Contract may vary, terminate or rescind such Service Contract without the consent of the Customer.

### **15. FORCE MAJEURE**

Neither party to a Service Contract shall be liable to the other as a result of any delay or failure to perform its obligations under the Service Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from providing any of the Services for more than 8 weeks, the Customer Party shall have the right, without limiting its other rights or

remedies, to terminate the Service Contract by giving 1 months' written notice to the Supplier. On the expiry of this notice period, the Service Contract will terminate.

**16. GENERAL**

The following clauses in the framework agreement shall be deemed to be incorporated in the Service Contract as if set out here, except that all references to "framework agreement" in such clauses shall be deemed to references to the Service Contract, all references to "party" shall be deemed to be references to a party to the Service Contract, and (except in the case of paragraph 16(g) of these Applicable Terms) all references to "Customer" shall be deemed to be references to the Customer Party:

- (a) Clause 1 (Interpretation);
- (b) Clause 7 (Variation);
- (c) Clause 8 (Waiver);
- (d) Clause 9 (Severance);
- (e) Clause 11 (Assignment);
- (f) Clause 12 (No partnership or agency);
- (g) Clause 14 (Notices); and
- (h) Clause 15 (Governing law and jurisdiction).

## Schedule 2 Form of Service Contract

### Part 1. Service Contract

- (1) ROSSENDALES LIMITED incorporated and registered in England and Wales with company number 1501584 whose registered office is at WAVELL HOUSE, HOLCOMBE ROAD, HELMSHORE, ROSSENDALE, LANCASHIRE, BB4 4NB (**Supplier**); and
- (2) NOTTINGHAM CITY COUNCIL of Loxley House, Station Street, Nottingham, NG2 3NG (**Customer Party**)

### Part 2. Background

(A) The Customer and the Supplier have entered into a framework agreement (**framework agreement**), allowing the Customer or any of its Affiliates to request services from the Supplier.

(B) In connection with the framework agreement, the Customer Party requests certain services to be provided by the Supplier, and the Supplier agrees to provide such services to the Customer Party in accordance with this Service Contract.

The parties agree that:

#### 1. STRUCTURE

- 1.1 Unless otherwise defined in this Service Contract, terms used in this Service Contract shall have the meaning given to them in Schedule 5 of the framework agreement.
- 1.2 The Applicable Terms set out in Schedule 1 of the framework agreement are incorporated into and form part of this Service Contract, as varied and amended by the other provisions of this Service Contract. The Supplier agrees that it shall provide the Services in accordance with the Applicable Terms and as further set out in this Service Contract.

#### 2. TERM

- 2.1 This Service Contract shall commence on 1<sup>ST</sup> OCTOBER 2012 and, unless terminated earlier in accordance with the Applicable Terms, shall continue until 30<sup>TH</sup> SEPTEMBER 2016.

#### 3. SERVICES

- 3.1 The Supplier shall provide the following Services to the Customer Party from 1<sup>ST</sup> OCTOBER 2012:

- (a) DEBT RECOVERY AND ENFORCEMENT SERVICES FOR COUNCIL TAX, NATIONAL NON DOMESTIC RATES (NNDR), COMMERCIAL RENT AND CIVIL ENFORCEMENT OF PENALTY CHARGE NOTICES (TRAFFIC DEBTS).

3.2 The Supplier shall ensure that the Services comply with the following descriptions and specifications (in addition to any applicable descriptions and specifications set out in Schedule 3):

3.3 The Services shall be performed in accordance with the following timetable:

Milestone	Due date
INSERT	INSERT
INSERT	INSERT

3.4 The Supplier shall provide the Services at such locations as from time to time agreed between the Supplier and the Customer Party.

**4. CHARGES AND PAYMENT**

4.1 The Charges for the Services shall be levied by the Supplier from the debtors as set out in Schedule 4 to the framework agreement.

4.2 The Charges for the Services shall be payable in Sterling.

**5. NOTICES**

The Customer Party's address for notices for the purposes of clause 14 of the framework agreement is as stated therein.



### Schedule 3 Available Services

- MENU OF SERVICES AVAILABLE UNDER THIS FRAMEWORK AGREEMENT
- FOR EACH SERVICE, ANY DESCRIPTION OR SPECIFICATION WITH WHICH IT

Formats of reports/lists/remittances/copies of persons account details to be agreed between the Council and the Framework Service Providers.

1. The Providers shall carry out all recovery and enforcement activities, including debtor tracing, vehicle tracking, making visits, levying distress, as well as performance monitoring and reporting, in accordance with this framework agreement, the relevant and supporting legislation and the Bailiffs Code of Practice/Conduct (as may be amended from time to time) (Appendix 1 and 2).
2. The Providers shall provide, operate and maintain means of contact for Debtors.
3. The work shall be carried out at the Providers' offices. The providers shall use their own computer systems and a remote link must be provided at the Council's offices to allow full interrogation of that system. It shall be the responsibility of the Providers to provide details of remittances in a medium and format identified by the Council, which shall be capable of processing on the Council's computer system.
4. The Providers shall be required to accept instructions and issue reports by email and in a format to be identified by the Council.
5. Payments:
  - Council Tax, NNDR and Traffic Debts payments shall be required to be made to the Council weekly.
  - Commercial Rent payments shall be required to be made to the Council each 14 days.
6. Implementation
  - Providers are required to submit an implementation plan as part of their response.

The Providers shall pay the Council by BACS or other type of bank transfer as agreed and in accordance with payment account details provided by the Council.

Providers must be available to deliver the services required from 1<sup>st</sup> October 2012.

## Case Referrals

Liability Orders/Warrants of Execution/ Commercial Rent recovery instructions will initially be distributed to the Bailiffs on the following basis:

- a) Subject to point (b) below, new Liability Orders/Warrants of Execution/ Commercial Rent recovery instructions will be distributed equally between the Providers;
- b) Where a Provider has a previous Liability Order/Warrant of Execution/ Commercial Rent recovery instruction for a debtor, any new Liability Order/Warrant of Execution/ Commercial Rent recovery instruction for that debtor will be passed to that Provider;
- c) Recycled cases will be distributed equally between the remaining Providers.

The Council will monitor the performance of the Providers, including collection rates, speed of processing and levels of complaints and may revise the distribution of cases depending on the relative performance of the Providers. The Council does not guarantee that the Provider will receive any, or any specific volume of work. The selection of cases to be passed to the Provider is at the sole discretion of the Council.

In response to a case referral the Provider shall take action as necessary to maximise the collection of amounts of debt owed to the Council in accordance with customer care requirements of the Council.

The Provider shall always be given the property address and last known address, if different.

The Council shall obtain Liability Orders in cases of unpaid Council Tax and National Non-Domestic Rates (NNDR) and shall be responsible for all aspects of recovery of outstanding debts up to and including the obtaining of a Liability Order for non-payment.

The Council shall obtain Warrants of Execution in the cases of unpaid Traffic Debts and shall be responsible for all aspects of recovery of outstanding debts prior to obtaining Warrants of Execution for non-payment.

For Commercial Rent the Council shall be responsible for all aspects of recovery of outstanding debts prior to passing debtor cases to the Providers.

The Council shall pass to the Providers certain cases where distress shall be levied.

The Framework is on a concessionary basis and no fees shall be charged by the Providers to the Council.

16. THE COUNCIL WILL MAKE PARTICULAR EFFORTS TO AVOID THE FULL USE OF BAILIFF ACTION FOR PEOPLE IN VULNERABLE SITUATIONS. HOWEVER, A SIGNED WALKING POSSESSION AGREEMENT, WHERE THE BAILIFF RECORDS AN INVENTORY OF GOODS EQUAL TO THE AMOUNT OF THE DEBT, MAY BE TAKEN TO SECURE AN ARRANGEMENT. BEFORE THE REMOVAL OF GOODS, THE BAILIFFS MUST CONTACT THE COUNCIL TO:-

- Advise that the debtor is considered vulnerable.
- Discuss the action taken to try and reach an arrangement, and confirm that these have failed.
- Confirm there is no other alternative but to remove goods.

Having examined all of the facts, one of the Council's Designated Officers will decide whether goods can be removed.

### **Means of Contact for Debtors**

- The Provider shall provide an adequately manned telephone service to answer any enquiries which shall be available between normal working hours, Monday to Friday, with the exception of Bank Holidays, and other concessionary days.
- Outside these hours the Provider must provide an answering service.
- Local or free telephone call tariffs must apply to contact numbers to be used by Debtors when making contact with the Provider. The cost of implementing, maintaining and operating the same shall be met by the Provider.
- The provider shall be accessible to Debtors who require alternative means of contact, this may include; Minicom, postal and electronic facilities.

### **Processing Telephone Calls and Alternative contact**

Providers shall establish and maintain a Response Procedure to Debtors' enquiries to effect a satisfactory customer service to Debtors.

- Response time to telephone calls by the Provider's operator shall be within a reasonable time frame.
- The Provider's telephone service system shall be capable of effectively managing calls and offer intermediate resolution when required.
- Response time from the point of all contact shall be within a reasonable time frame.

### **Complaints Procedure**

Providers shall establish and maintain an internal complaints procedure overseen by a senior member of staff. A copy of the complaints procedure must be submitted with the tender response. Complaints made by debtors or their representatives in respect of any actions carried out by the Provider in

pursuance of this Contract shall be dealt with by the Provider under this procedure.

- The complaint shall be assigned to an independent Complaints Officer who shall remain impartial
- Case(s) shall be put on hold whilst the complaint is being fully investigated.
- Complaint breakdown requirements:

1. Case reference number
  2. Provider reference number
  3. Debtor name
  4. Fees and charges applied including dates
  5. Case history including:
    - a) Itemisation of each action taken including dates and copies of all correspondence, all visits by bailiffs and any subsequent actions taken.
    - b) The names of the bailiffs and proof of their attendance
    - c) Full description of any property taken
    - d) Details of any vehicle clamping and/or removal
    - e) Details of any telephone conversations with the debtor
    - f) Details of any actions taken by the provider in response to any previous complaints by the debtor
    - g) Any other information deemed pertinent to the enquiry
- During the course of the investigation, statements shall be taken from the person(s) involved if required. Further enquiries shall be made with independent parties as appropriate. This may include contacting other citizens and defaulters.
  - When the complaint has been fully investigated, findings shall be reported and communicated to the Council.
  - Further analysis of complaints involving the same individuals, shall be undertaken and any trend identified and reported to the Council.
  - Providers shall keep records of any complaints made against them by mutual customers and shall provide copies of complaints received direct to the Council on receipt. Copies of responses shall also be provided to the Council before dispatch. Summaries of all complaints received are to be provided to the Council every month.
  - The Council reserves the right to intervene to resolve any complaint made against the Provider.
  - Throughout the term of the Contract, Providers shall notify the Council of any complaints made to CIVEA, whether upheld, or not.

## Performance Monitoring

Following the initial case referral distribution the Framework Providers' performance will be reviewed on a quarterly basis and the Council may revise the distribution of cases depending on the relative performance of the Providers.

The Council will monitor the performance of the Framework Providers including:

- collection rates
- responsiveness to requests
- speed of response
- speed of processing
- quality of reports
- usefulness of weblink
- account manager support
- speed of first visit
- levels and impact of complaints

Meetings shall be held (at intervals to be agreed) between the Provider's representative and the Council's designated officer to review progress and consider any improvement actions necessary. At the meeting information is to be supplied as to the average age of all cases held by the Provider.

The Council shall agree with the Provider targets based on the performance parameters with a view to achieving 'year-on-year' improvements in performance.

- Statistics shall be provided by the Provider by electronic means covering at least the following information:
  1. general analysis (monthly report based on monthly periods)
  2. age analysis (quarterly report)
  3. complaints analysis (quarterly report)
  4. emailed list of cases held
  5. quarterly summary

All Framework Providers are to provide exactly the same reports in the same format to allow for direct comparison of performance in each area.

### a) **Report - General Analysis**

This report should be produced three months in arrears and should show cases received or reopened for each month. It should show number and value of these cases under various specified headings. All figures should be in respect of the cases received or reopened in the specified month.

The first column should show the month. The next two columns to show the total number and value of cases received in that month. The next 8 columns

will be the 'outcomes' and will show number and value under the row headings as per example below.

The reports below are an example of the type of data the Council shall require for each debt recovery area. Specific format shall be agreed with the Provider and may vary depending on Council need. Data may be shared with a third party appointed by the Council for consolidated reporting purposes.

Example Report - General Analysis:

From:

Nottingham City

To:

Council

Monthly Report
----------------

Month

Reason for Return	Number	Original Debt	Bailiff Costs	Total Debt	Less Payments	Bailiff costs outstanding	Charge outstanding	Total outstanding
Attachment of Earnings								
Attachment of Benefits								
Gone Away								
Bankrupt								
Nulla Bona								
Council Request								
Unable to execute								
Paid in full								
Nil Balance								
Paid Direct								
NCC Payover (month)								
No of Payments	Amount							

In addition for Traffic Debts a separate report to include:

- Gross issued Warrants of Execution / Liability Orders/Commercial Rent instructions.
- Gross paid and net paid (gross less recalled Warrants of Execution / Liability Orders/Commercial Rent instructions).
- Cases executed by stage (letter, 1<sup>st</sup> visit, 2<sup>nd</sup> visit, 3<sup>rd</sup> visit, ANPR (if utilised)).
- Number of cases where vehicles have been clamped and/or removed including payment received.

- Number of cases where goods/vehicles have been removed and sold including costs incurred and proceeds raised.
  - Fees and charges added (gross and average fee per Warrants of Execution / Liability Orders/Commercial Rent instruction)
  - Complaints received
  - Complaints outstanding and summary of issue
  - Number of Warrants of Execution / Liability Orders/Commercial Rent instructions returned unexecuted.
- **Report - Age Analysis.**

This report to show an analysis of all open cases within defined age group bandings according to when the case was received. Within each banding there should be a breakdown of the stages cases are at. The report to show numbers of cases in each banding and in parentheses the percentage.

It is recognised that there will be an element of double counting in this report.

An example report is shown below.

<b>Age Analysis Report – Nottingham City Council. (April-June 2006)</b>									
Age Band	Total Live Cases	Awaiting 1 <sup>st</sup> Call	With 1 <sup>st</sup> Call Bailiff (with a view to levying distress)	Awaiting Enforcement (Van) Visit	With Enforcement (Van) Bailiff (with a view to removal of goods)	Attachment Earnings Order	Awaiting Return	Held at Client's Request	Payment Received in Last Quarter
0-2 months									
2-4 months									
4-6 months									
6-12 months									
Over 12 months									

**d Report - Complaints Report.**

A report is needed detailing all complaints received and dealt with via your official complaints procedure, for the previous quarter. If a complaint has been received in a quarter but not yet dealt with, this should be included in the following report. Copies of all replies should accompany the report.

Report to include:

- Order Reference Number
- Provider reference Number
- Debtor Name
- Fess and Charges applied including dates
- Case history including;
  - a) Itemisation of each action taken including dates and copies of all correspondence, all visits by bailiffs and any subsequent action taken
  - b) The name of the bailiffs and proof of their attendance
  - c) Full description of any property taken
  - d) Details of any vehicle clamping and/or removal
  - e) Details of any telephone conversations with the debtor
  - f) Details of any actions taken by the provider in response to any previous complaint by the Debtor
  - g) Any other information deemed pertinent to the enquiry.

An example report is shown below.

<b>Complaints Report – Nottingham City Council. (April-June 2006)</b>					
Client Ref.	Name	Address	Reason	Justified?	Escalated to Employment and Support Allowance (ESA) or Association of Civil Enforcement Agencies (ACEA)?

**Report 5 Summary**

FROM: (BAILIFF NAME)

TO: Nottingham City Council

QUARTERLY REPORT

FROM:	TO:			
CATEGORY			Number	Amount



		(less bailiff Costs)
CASES BROUGHT FORWARD FROM PREVIOUS REPORT		
ADD:       CASES RECEIVED IN QUARTER		
TOTAL DEBT TO BE COLLECTED IN PERIOD:		
LESS:       CASES PAID IN FULL		
CASES RETURNED 'NULLA BONA'		
CASES RETURNED AT COUNCIL'S REQUEST		
OTHER CASES RETURNED		
CASE CARRIED FORWARD TO NEXT QUARTER		
No. OF CASES WHERE GOODS REMOVED IN QUARTER		
No. OF CASES WHERE GOODS RETURNED AS PAID IN FULL IN QUARTER		
No. OF CASES WHERE GOODS SENT TO AUCTION IN QUARTER		

## 6. IT Facilities

- As the Provider shall be required to use his/her own computer system the following requirements must be met:

The Provider shall ensure the provision of the Services using an Information Technology (IT) system which is fully compatible with the Council's IT systems. The Provider's IT system shall be capable of performing the following functions:

- Recording all the pertinent data relating to the instructions issued by the Council.
- Recording payments, arrangements, enforcement stage reached, action taken to date and other transactions/history relevant to the case, so the Debtor's and the Council's enquiries can be satisfactorily answered on demand.
- Providing adequate controls at all stages.
- Providing control, system and management information reports at an appropriate level.
- Printing individual reports with complete audit trails.
- Printing of notices, standard letters and correspondence.

## 6.a IT Facilities

It is desirable that the Provider offers Real Time integration.

The Provider shall provide the Council (subject to reasonable security controls) access to its IT system, to facilitate the sending and receiving of data, (for example but not limited to; Warrant of Execution/Liability Order and Commercial Rent Instruction information, e-mail correspondence and faxes) and shall provide access to the Council to enable it to check the status of its files, records, Warrants of Execution, Liability Orders, Commercial Rent Instruction and other relevant information, and to facilitate communication generally with the Council in relation to the provision of the services to it.

The Provider shall be responsible for:

- a) Providing and maintaining all the hardware and software necessary to establish a two way link between the Council and the Provider for the purpose of the transfer of computerised records at no expense to the Council.
- b) Ensuring that its communication equipment, link and interfaces are fully compatible with the Council's.
- c) Ensuring that all its data output conforms with the required format specified by the Council and is virus-free.
- d) Ensuring that IT equipment and software is secure and able to provide back up in the event of a disaster.
- e) Keeping records in relation to the Services up-to-date on a daily basis.
- f) As a minimum the following information shall be available to view:
  - debt balance
  - costs balance
  - date of last action
  - history of actions taken
  - payments received
  - notes of any contact received
  - if the debt has been allocated to a Bailiff, the name of the Bailiff
- g) The Council shall be able to notify the Provider of changes to the debtors' details and issue instructions to hold or withdraw action via the remote link. If instructed to do so the Provider shall notify any bailiff in attendance immediately and check with the Council before resuming action. Where more than one Liability Order, Warrant of Execution or Commercial Rent Instruction is held the web site shall allow updating of all Liability Orders, Warrants of Execution or Commercial Rent Instructions by a single transaction;
- h) Keeping detailed records of all monies collected on the Council's behalf for a minimum of 6 years from date of collection.
- i) Ensuring that the systems and procedures used provide for secure operation and the use of passwords as appropriate (where either party are sending personal or confidential data via electronic transfer, then such transfer shall be encrypted and password protected to ensure that confidential or personal data is handled securely.)

- j) Registering and complying with all the provisions of the Data Protection Act 1998 and other Computer Misuse Act 1990 and any subsequent relevant legislation.
- k) Regularly reviewing the security arrangements for all aspects of data processing with respect to the Provider's own IT system

Where data is exchanged through a local area network (LAN) the Council will exclusively initiate polling of the system at times to be agreed between the Council and the Provider.

When requested by the Council the Provider shall allow the Council, at any reasonable time, access to their records and accounts pertaining to the Services.

All documentation to be used for communications with the public must be approved by the Council prior to use.

## **8 Data Protection**

- The Provider shall be registered under the Data Protection Act 1998 and shall submit proof of registration as part of their tender response.
- The provider shall be Payment Card Industry Data Security Standard (PCI DSS) compliant and shall submit proof of compliance as part of their tender response.

## **9 Freedom of Information**

The Provider shall assist and co-operate with the Council (at the Provider's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing shall comply with any timescale notified to it by the Council.

## **10 Service Standards**

The Provider shall comply with relevant standards and Council policies and future changes to them, such as, but not limited to:

- Code of Practice/Conduct for Bailiffs (Council Tax, NNDR, Traffic Debts). Appendix 1 and 2
- National Standards for Enforcement Agents (January 2012) (All required services)
- information security rules;
- whistle blowing procedure and/or confidential reporting codes; and
- all site rules relevant to the fulfilment of the Provider's obligations in the performance of the Services.

## **Mode of Operation – Council Tax and NNDR and Commercial Rent.**

### **Notices**

- a) Prior to carrying out any visits or levying distress for Council Tax the Provider shall issue a notice as required under regulation 45A of the Council Tax (Administration and Enforcement) Regulations 1992 (as may be amended from time to time).
- b) The wording of this notice shall be agreed with the Council.
- c) This notice shall be accompanied by a regulation 36 notice and the necessary paperwork for the debtor to propose an arrangement for repayment.

#### **• Repayment Procedure**

- a) The Provider shall accept any proposed offer of repayment that fulfils the criteria given within guidelines issued by the Council. After consulting with the Council, the Provider may accept a proposal outside of these guidelines where due to the specific circumstances of the debtor it would be reasonable to do so and in the best interests of all parties.
- b) Where it is established that a Council Tax debtor is in receipt of Job Seekers Allowance, ESA or Income Support (or any equivalent deductible future state benefit), the Provider shall obtain as much information as possible including the National Insurance Number and the date of birth of the debtor and shall provide this information at no cost to the Council. The Provider shall refer to the Council for further instruction.
- c) Where it is established that a Council Tax debtor is in paid employment the Provider shall supply, to the Council, as much information as possible, including the name and address of the employer, their payroll number, their National Insurance Number and their typical take home pay. The Provider shall supply these in the form of a report.
- d) It shall be the responsibility of the Provider to provide details of remittances in a medium and format identified by the Council, which shall be capable of processing on the Council's computer system.
- e) Responses to these letters shall be received and dealt with by the Provider in accordance with the guidelines provided by the Council.
- f) Cases shall be passed to a first-call bailiff after the 14 day warning period has expired, if no contact has been received from debtor or if no arrangement for payment has been agreed or there is no outstanding dispute.

#### **• Levying Distress**

- a) All distraint and levies of distress carried out in the provision of the Contract shall be carried out by a Certificated Bailiff.
- b) Throughout the term of the contract, the Provider shall maintain corporate membership of CIVEA or an equivalent organisation and adhere to the relevant association's Code of Practice.
- c) In relation to each Liability Order/Commercial Rent Instruction, at least three visits, on diverse times and days, are to be made to try and make contact with the Debtor. A record is to be kept of visits together with some identifying feature of the property, such as the colour of doors etc. This

information is to be given to the Council in a report if contact is unsuccessful.

- d) Commercial Rent – distress can only be levied in commercial premises.

- **Seizing of Goods**

- a) Goods which are seized:
- b) Shall not contravene the rules set out in the Bailiffs Code of Practice
- c) Shall be held for a minimum of 5 calendar days to allow the defaulter time to raise money to redeem the goods before sale if he/she so wishes; and
- d) Must be passed to an independent auctioneer for sale within a further 14 calendar days unless otherwise agreed with the Council
- e) Where the Provider is unable to recover a debt by either payment in full or distress and sale of goods, the Provider shall report to the Council (in a method and format to be identified by the Council). Each report shall give full details of any visits made or other contact with the debtor. The reason for failure must be clearly & accurately identified e.g. unable to gain access etc. and a "Nulla Bona" certificate issued where appropriate. Where the bailiff discovers a new occupier at the chargeable property, they shall obtain full details including name, date of occupation, contact address, and daytime telephone number. This information shall also be reported to the council.
- f) Cases shall not be retained for a period greater than 4 months after referral to the first call bailiff unless a payment arrangement is underway or the Provider is actively attempting to trace an absconded debtor. This shall not apply to later cases where previous Liability Orders/Commercial Rent Instructions for the same debtor are being progressed by the Provider and the later Liability Order/Commercial Rent Instruction has been queued behind those previous Liability Orders/Commercial Rent Instructions.

### **Securing and Storing of seized goods/vehicles**

The Provider must ensure that goods/vehicles that have been seized by the Bailiff must at all times be:

- a) Handled with due care and attention
- b) Properly secured (including during transit)
- c) Properly insured (including during transit)

### **Communication**

- a) The Council is available between normal working hours, Monday to Friday each week, with the exception of Bank Holidays, and other concessionary days to answer any enquiries.
- b) The Council shall check its records regularly, and advise the Provider of any payments made direct to them, in respect of cases, which have already been passed to the Provider.
- c) The Council is to be consulted if the debtor falls into any vulnerable category mentioned in section 5 of the Bailiffs Code of Practice (Appendix 1).

## **Mode of Operation (Traffic Debts)**

### **• Notices**

- a) Prior to carrying out any visits or levying distress for Traffic Debts the Provider shall issue a Letter of Intended Action to the Debtor within the timescale specified below.
- b) The wording of this Letter shall be agreed with the Council but must include:
  - The value of the Debt.
  - The Council to whom the Debt is owed and details of the penalty Charge. Notice against which the debt is owed.
  - The charge associated with the Letter of Intended Action.
  - The application of further charges if the Debtor fails to pay the outstanding balance.
  - The period of time available for the Debtor to pay the full balance prior to subsequent action.
  - Charging structure on the reverse of the letter.

### **• Repayment Procedure**

- a) The Provider shall accept any proposed offer of repayment that fulfils the criteria given within guidelines issued by the Council. After consulting with the Council, the Provider may accept a proposal outside of these guidelines where due to the specific circumstances of the debtor it would be reasonable to do so and in the best interests of all parties.
- b) It shall be the responsibility of the Provider to provide details of remittances in a medium and format identified by the Council, which shall be capable of processing on the Council's computer system.
- c) Responses to these letters shall be received and dealt with by the Provider in accordance with the guidelines provided by the Council.

### **• Driver Vehicle Licensing Authority (DVLA) Access**

The Provider shall establish a file transfer link with the DVLA for the purpose of Electronic Data Interchange to obtain up to date registered keeper details for a vehicle in question. This information shall be used to assist in Debtor tracing.

### **• Automatic Number Plate Recognition (ANPR)**

The Provider shall be able to provide a vehicle equipped with ANPR to assist with the pursuit of persistent debt.

### **• GPS**

The Provider shall provide to the Bailiff a tracking device authorised for use by the Council that provides substantiated positioning information of the vehicle to the Bailiff by use of GPS technology or other Council approved method.

### **• Levying Distress**

- a) All distraint and levies of distress carried out in the provision of the Contract shall be carried out by a Certificated Bailiff.
- b) Throughout the term of the contract, the Provider shall maintain corporate membership of CIVEA or an equivalent organisation and adhere to the relevant association's Code of Practice.

- c) In relation to each Warrant of Execution, at least three visits, on diverse times and days, are to be made to try and make contact with the Debtor. A record is to be kept of visits together with some identifying feature of the property, such as the colour of doors etc. This information is to be given to the Council in a report if contact is unsuccessful.
- d) In cases involving vulnerable people, when attempting to levy distress the Bailiff must ensure that the Debtor named in the Warrant of Execution is not as far as the Bailiff is reasonable aware:
  - Someone who has recently been bereaved.
  - Pregnant and appears to be in the final weeks of pregnancy, or that someone else at the same address is in the final weeks of pregnancy.
  - Someone who does not understand English sufficiently well for the Bailiff to be able to communicate effectively with, in which case the Bailiff is to notify the Council's Representative before taking further action, which may include the Provider securing translation services prior to re-visiting.
  - Someone whose case is of "public interest" nature, i.e. is likely to cause embarrassment to the Council if the distraint proceeds.
  - Suffering from a long term or serious illness or has a partner suffering from a long term or serious illness.

- **Seizing of Goods and Vehicles**

- a) Goods or Vehicles which are seized:
- b) Shall not contravene the rules set out in the Bailiffs Code of Conduct
- c) Shall be held for a minimum of 5 calendar days to allow the defaulter time to raise money to redeem the goods before sale if he/she so wishes; and
- d) Must be passed to an independent auctioneer for sale within a further 14 calendar days unless otherwise agreed with the Council
- e) Where the Provider is unable to recover a debt by either payment in full or distress and sale of goods, the Provider shall report to the Council (in a method and format to be identified by the Council). Each report shall give full details of any visits made or other contact with the debtor. The reason for failure must be clearly & accurately identified e.g. unable to gain access etc. and a "Nulla Bona" certificate issued where appropriate. Where the bailiff discovers a new occupier at the chargeable property, they shall obtain full details including name, date of occupation, contact address, and daytime telephone number. This information shall also be reported to the council.
- f) Cases shall not be retained for a period greater than 8 months after referral to the first call bailiff unless a payment arrangement is underway or the Provider is actively attempting to trace an absconded debtor. This shall not apply to later cases where previous Warrants of Execution for the same debtor are being progressed by the provider and the later Warrant of Execution has been queued behind those previous Warrants of Execution.

### **Securing and Storing of seized goods/vehicles**

The Provider must ensure that goods/vehicles that have been seized by the Bailiff must at all times be:

- d) Handled with due care and attention
- e) Properly secured (including during transit)
- f) Properly insured (including during transit)

• **Communication**

- a) The Council is available between normal working hours, Monday to Friday each week, with the exception of Bank Holidays, and other concessionary days to answer any enquiries.
- b) The Council shall check its records regularly, and advise the Provider of any payments made direct to them, in respect of cases, which have already been passed to the Provider.
- c) The Council is to be consulted if the debtor falls into any vulnerable category mentioned in section d) of Levying Distress.

**Recovery Process Timetable (Traffic Debts)**

The Provider shall take enforcement action on the Council's behalf in accordance with the timetable below. The timetable specifies the minimum action expected to be taken by the Bailiff in seeking to enforce Warrants of Execution and the maximum expected timescales involved.

No	Task	Timescale	Latest Completion Date
1	Acknowledge instructions, providing reconciled control totals of number and value processed against that received.	Within 2 Working Days of receipt of instructions.	Day two
2	Issue Letter of Intended Action to person named in the Warrant of Execution.	Within 5 Working Days of Task 1.	Day seven
3	Certificated Bailiff visit to levy distress.	Between 5 and 16 Working Days of Task 2.	Day twenty three
4	Second certificated Bailiff visit, where initial visit was unsuccessful. (Further visits to be timetabled at the Bailiff's discretion).	Within 10 Working Days of Task 3	Day thirty three
5	Where second unsuccessful visit, and unsuccessful efforts to trace, instruction(s) with relevant case history to be returned to the Council with appropriate recommendation.	Within 8 months of Task 1	
6	Removal and sale of goods.	Within: a 8 months of Task 1, where no deferred payment arrangement in place. b Twenty days of arrangement to pay failing.	



7	Return instruction to the Council with relevant case history and appropriate recommendation.	Within 8 months of Task 1 unless there are agreed exceptional circumstances.	
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Charges made by the Provider to the debtor are to be in accordance with those laid down by statute and as defined in the pricing matrix. The Provider shall charge fees based on a single Liability Order, Warrant of Execution or Commercial Rent Instruction even if multiple Liability Orders, Warrants of Execution or Commercial Rent Instructions are held by the Provider in respect of the debtor providing the debts were referred at the same time.

**Payments to the Council**

- On receipt of any payment the bailiffs are duly authorised to deduct the fees due to them, before paying the balance to the Council, but must account to the Council for all payments made gross together with any subsequent deductions.
- The Provider shall pay the Council by BACS or other type of bank transfer as agreed.
- The cut off date for payment of monies due to the Council shall be the last day of each week. The money to be included is all cleared funds received.

The Provider shall allow the Council access at any time to the computer records it holds on mutual debtors. On demand by the Council, they shall also provide copies of a person’s account details in a format to be chosen by the Council and any other details required in order to answer any allegations or complaints, or carry out an audit of payments made.

The Provider shall maintain a suspense account for unidentified payments. In back up of this suspense account, copies of postal orders, envelopes and any other evidence are to be maintained pending possible identification at some later date.

The Provider shall withdraw action and cancel costs on any account at the Council’s request.

The Provider shall submit a monthly account, listing each payment, to the Council for VAT on all Bailiff charges incurred. The Council undertakes to settle the account promptly.

If employment details are held the Provider shall provide an Attachment of Earnings Order service in respect of uncollected Council Tax debts, at no charge to the Council. The Provider shall consult with the Council before such action is taken.

If it is found that a debtor has absconded from the address provided, the Provider shall report this to the Council. The Provider shall provide a tracing service in respect of these cases at no cost to the Council and shall notify the Council of any forwarding addresses established.

In respect of Council Tax the Provider shall provide an arrest warrant service to the Council and shall arrange service of warrants with or without bail, at times previously agreed with the Council. A minimum of 3 attempts shall be made at different times of the day to serve the warrant. In the case of no bail

warrants the Provider shall arrest the Council Tax debtor and deliver him/her to Nottingham Magistrates court at the agreed time. He /she shall remain with the Council Tax debtor at the Court until such time as the Councils Senior Court officer arrives.

The Provider shall provide full certificated bailiff coverage, through own organisation, throughout the Midlands area (as a minimum)

- Nottingham City, Nottinghamshire, Leicestershire, Derbyshire, Staffordshire, Lincolnshire, Worcestershire, Warwickshire, West Midlands, Northamptonshire.

As part of the tender the Provider shall detail how they shall cover the rest of England and to what extent.

### Charge Structure

	All Debt Recovery – Charges	To be Recovered from Debtor	To be Charge to The Council
1	Commission on net monies collected and paid to the Council	NIL	NIL
2	Producing & issuing of notices required by regulation 45A & 36 of the Council Tax (Administration and Enforcement) Regulations 1992.  Producing and issuing Letters of Intended Action (Traffic Debts, Commercial Rent)	NIL  NIL	NIL  NIL
3	Making a visit to a premises with a view to levying distress, where no levy is made 1st Visit 2nd Visit	The statutory fees specified in section 1a, Schedule 5 of the Council Tax (Administration and Enforcement) Regulations 1992.  The statutory fees specified in section 1a, Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989  The statutory fees specified in Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b)	NIL
4	Levying distress For debts below £100.00 For debts above £100.00	The statutory fees specified in section 1b, Schedule 5 of the Council Tax (Administration and Enforcement) Regulations 1992.	NIL

		<p>The statutory fees specified in section 1a, Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989</p> <p>The statutory fees specified in Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b)</p>	
5	Attendance with a vehicle	<p>A charge not exceeding £125.00 (which includes up to 1 hours waiting time) per visit to an address, irrespective of the number of Liability Orders or Warrants of Execution</p> <p>Further waiting time not exceeding £60.00 per hour or part thereof.</p> <p>If vehicle immobilisation unit (clamp) is applied, an additional charge not exceeding £30.00 may be applied.</p>	NIL
6	Walking Possession	<p>The statutory fees specified in section 1e, Schedule 5 of the Council Tax (Administration and Enforcement) Regulations 1992.</p> <p>The statutory fees specified in section 1a, Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989</p> <p>The statutory fees specified in Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b)</p>	NIL
7	Close Possession	<p>The statutory fees specified in section 1e, Schedule 5 of the Council Tax (Administration and Enforcement) Regulations 1992.</p> <p>The statutory fees specified in section 1a, Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989</p>	NIL

		The statutory fees specified in Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b)	
8	Removal of goods for purposes of sale	External disbursements to be charged at cost.	NIL
9	Speciality removal of goods for purposes of sale	External disbursements to be charged at cost.	NIL
10	Storage of goods.	Storage - not exceeding £20.00 or the actual costs incurred.	NIL
11	HPI check on debtor's vehicle	A charge not exceeding £10.00	NIL
12	Removal of vehicle for purposes of sale (fee applies to cars, light goods-and-2-wheeled motor vehicles).	A charge not exceeding £150.00	NIL
13	Removal of vehicle for purposes of sale (fee applies to larger vehicles)	Reasonable external disbursements to be charged at cost.	NIL
14	Storage of vehicle for purposes of sale (per day)	A daily charge not exceeding £5.00	NIL
15	Valuation of an item before sale	Reasonable external disbursements to be charged at cost.  Charges dependent on item being appraised.  In accordance with section 2A, Schedule 5 of the Council Tax (Administration and Enforcement) Regulations 1992, the debtor to be advised of the charges and the calculation method.  In accordance with Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989, the debtor to be advised of the charges and the calculation method.  In accordance with Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b), the debtor to be advised of the charges and the calculation method.	NIL
16	Expenses and commission on a sale by auction	The statutory fees specified in section 1g, Schedule 5 of the Council Tax	NIL

	Sale held at auctioneer's premises Sale held at debtor's premises	(Administration and Enforcement) Regulations 1992.  The statutory fees specified in section 1g, Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989.  The statutory fees specified in Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b)	
17	Where no sale takes place because the debt has been paid and goods returned to the debtor, the costs of advertising	The statutory fees specified in section 1h, Schedule 5 of the Council Tax (Administration and Enforcement) Regulations 1992. This fee shall only be charged to the debtor when goods have been uplifted.  The statutory fees specified in section 1h, Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989. This fee shall only be charged to the debtor when goods have been uplifted.  The statutory fees specified in Schedule 1 to the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993(b). This fee shall only be charged to the debtor when goods have been uplifted.	NIL
18	Liability Orders, Warrants of Execution, Commercial Rent Instructions returned	NIL	NIL
19	Costs to debtor – Card Payments	A charge not exceeding 2% of the payment being made for debtors choosing to pay by Credit Card. NIL for Debit Card	NIL
20	Costs to debtor – Payment other than by Credit Card	NIL	NIL
21	Debtor Tracing Service	NIL	NIL

No other charges are to be made to Debtors' accounts without the expressed agreement of the contract manager at Nottingham City Council.  
The point at which fees will be charged is to be agreed with the Council in advance.

## APPENDIX 1

### Code of Practice for Bailiffs (Council Tax & NNDR)

<b>1.</b>	<p>16.1 <i>Background</i></p> <p>The purpose of this document is to outline the policies of Nottingham City Council (the Council) in relation to the collection of Local Taxation (Council Tax and Business Rates and BIDS) arrears by the use of Bailiffs.</p> <p>This Code of Practice supports the Council's aims and principles set out in its Collection Strategy and aims to ensure that the collection of Council Tax, Business Rates and BIDS is undertaken in a manner which is humane, firm and fair, whilst ensuring that it distinguishes between those who cannot and those who <b>will not</b> pay.</p> <p>16.2 <i>The Council also supports the National Standards for Enforcement Agents published in January 2012 by the Ministry of Justice, and this code of practice is written to accommodate those standards.</i></p> <p>17. UNDER THIS CODE OF PRACTICE, THE DESIGNATED OFFICERS SHALL HAVE DELEGATED AUTHORITY FROM THE DEPUTY CHIEF EXECUTIVE, FOR ALL DEALINGS WITH BAILIFFS. THE DESIGNATED OFFICERS ARE THE COUNCIL'S COUNCIL TAX TEAM LEADERS.</p>
<b>2.</b>	<p>17.1 <i>Recovery process prior to instructing a bailiff</i></p> <p>Following an application in the Magistrates Court, a Council Tax debtor will be notified that a liability order has been obtained. This notification will be in writing and will include a financial statement asking the debtor to complete details about their income and expenditure.</p> <p>18. THE USE OF BAILIFFS FOR LEVYING AND REMOVING GOODS IS TO BE CONSIDERED AS A NEAR LAST RESORT FOR THE COLLECTION OF LOCAL TAXATION. BEFORE BAILIFFS ARE INSTRUCTED, THE COUNCIL WILL:-</p> <ul style="list-style-type: none"><li>a) Ensure that a Council Tax debtor has been sent a final warning letter, advising of the instruction of bailiffs and the costs that may be involved.</li><li>b) Ensure that the referral process includes pre checks to confirm that the debt has not been paid, or cleared as a result of an award of benefit, discount, exemption or relief.</li><li>c) Check to establish whether the Council Tax debtor, or the debtors partner is in receipt of Income Support, ESA or Jobseekers Allowance (or any other</li></ul>

	<p>future deductible benefit). If this benefit is being received, the Council will usually apply for a deduction.</p> <p>d) Check to establish whether the Council Tax debtor(s) employer details are held. If this is the case an attempt will usually be made to implement an Attachment of Earnings Order.</p>
<p><b>3.</b></p>	<p><b>19.</b> PROFESSIONALISM AND CONDUCT OF THE BAILIFF</p> <p><b>20.</b> BAILIFFS SHOULD ALWAYS PRODUCE RELEVANT IDENTIFICATION TO THE DEBTOR, SUCH AS A BADGE OR ID CARD, TOGETHER WITH A WRITTEN AUTHORISATION TO ACT ON BEHALF OF THE COUNCIL.</p> <p>Bailiffs must act within the law at all times, including all defined legislation and observe all health and safety requirements in carrying out enforcement. They must maintain strict client confidentiality and comply with Data Protection legislation and, where appropriate, the Freedom of Information Act.</p> <p>Bailiffs for the purpose of distress or execution shall, without the use of unlawful force, gain access to the goods. The bailiff will produce an inventory of the goods seized and leave it with the debtor, or at the premises, with any other documents that are required by regulations or statute.</p> <p><b>21.</b> BAILIFFS MUST CARRY OUT THEIR DUTIES IN A PROFESSIONAL, CALM AND DIGNIFIED MANNER. THEY MUST DRESS APPROPRIATELY AND ACT WITH DISCRETION AND FAIRNESS.</p> <p><b>22.</b></p> <p><b>23.</b> BAILIFFS MUST NOT MISREPRESENT THEIR POWERS, QUALIFICATIONS, CAPACITIES, EXPERIENCE OR ABILITIES INCLUDING, BUT NOT RESTRICTED TO:</p> <p>i) Falsely implying or stating that action can or will, be taken when legally it cannot be taken</p> <p>ii) Falsely implying or stating that a particular course of action will ensue before it is possible to know whether such action would be permissible</p> <p>iii) Falsely implying or stating that action has been taken when it has not</p> <p>Bailiffs must not act in a threatening manner when visiting the debtor by making gestures or taking actions which could reasonably be construed as suggesting harm or risk of harm to debtors</p> <p>Bailiffs must not act in a way likely to be publicly embarrassing to the debtor, either deliberately or negligently ( through lack of care)</p> <p>Bailiffs must not discriminate unfairly on any grounds including those of age, disability, ethnicity, gender, race, religion or sexual orientation.</p>

	<p>In circumstances where the Council or Bailiff Agency requires it, and always where there have been previous acts of, or threats of violence by a debtor, a risk assessment should be undertaken by the Bailiff Agency prior to the Bailiff attending a debtor's premises.</p>
<p><b>4.</b></p>	<p><b>24. TRAINING AND CERTIFICATION</b></p> <p><b>25. THE BAILIFF AGENCIES MUST ENSURE THAT ALL AGENTS, EMPLOYEES AND PROVIDERS ARE PROVIDED WITH PROFESSIONAL TRAINING TO AN APPROPRIATE STANDARD TO ENSURE THAT THEY UNDERSTAND AND ARE ABLE TO ACT, AT ALL TIMES, WITHIN THE SCOPE OF THE RELEVANT LEGISLATION. THIS TRAINING SHOULD BE PROVIDED AT THE COMMENCEMENT OF EMPLOYMENT AND AT INTERVALS AFTERWARDS TO ENSURE THAT THE AGENT'S KNOWLEDGE IS KEPT UP TO DATE.</b></p> <p><b>26.</b></p> <p><b>27. ALL BAILIFFS UNDERTAKING ACTIVITIES REQUIRING CERTIFICATION MUST HAVE A VALID CERTIFICATION FROM THE COUNTY COURT.</b></p> <p><b>28.</b></p> <p><b>29. BAILIFFS SHOULD BE TRAINED TO RECOGNISE AND AVOID POTENTIALLY HAZARDOUS AND AGGRESSIVE SITUATIONS AND TO WITHDRAW WHEN IN DOUBT ABOUT THEIR OWN OR OTHERS' SAFETY.</b></p> <p><b>30.</b></p> <p><b>31. THE BAILIFF AGENTS MUST ENSURE THAT LEGISLATION RESTRICTING THE ENFORCEMENT ACTIVITY TO CERTIFICATED BAILIFFS IS COMPLIED WITH.</b></p>
<p><b>5.</b></p>	<p>31.1 Vulnerable situations</p> <p>The Council recognises that it has a role in ensuring that the vulnerable and socially excluded are protected. This Code of Practice therefore makes the following provisions to ensure that procedures for recovering Local Taxation arrears are appropriately utilised in cases involving vulnerable people</p> <p>Procedures will be agreed between the Council and Bailiff agency about how vulnerable situations should be dealt with. The appropriate use of discretion is essential in every case and no amount of guidance could cover every situation. The agent therefore has a duty to contact the Council and report the circumstances in situations where there is evidence of a potential cause for concern. If necessary, the Bailiffs agent will advise the Council if further action is appropriate. The exercise of appropriate discretion is needed, not only to protect the debtor, but also the Bailiffs agent who should avoid taking action which could lead to accusations of inappropriate behaviour.</p>



## Bailiff

or appears to be, under the age of 18; they can ask when the debtor will be home - if appropriate.

Bailiff agents must withdraw without making enquiries if the only persons present are children who appear to be under the age of 12.

32. BAILIFFS SHOULD HAVE IN PLACE ARRANGEMENTS FOR QUICKLY ACCESSING TRANSLATION SERVICES WHEN THEY ARE NEEDED. THE BAILIFFS MUST ALSO CONTACT ONE OF THE COUNCIL'S DESIGNATED OFFICERS TO DISCUSS THE APPROPRIATE ACTION.

33.

34. BAILIFFS MUST PROVIDE, ON REQUEST, INFORMATION IN LARGE PRINT OR IN BRAILLE FOR DEBTORS WITH IMPAIRED SIGHT. THE BAILIFFS MUST ALSO CONTACT ONE OF THE COUNCIL'S DESIGNATED OFFICERS TO DISCUSS THE APPROPRIATE ACTION.

35. BAILIFFS MUST WITHDRAW FROM PREMISES IMMEDIATELY IF ONE OF THE COUNCIL'S DESIGNATED OFFICERS CONSIDERS IT APPROPRIATE TO DO SO.

Those who might be potentially vulnerable include:

- the elderly; those over the age of 70 or over 60 and in sheltered accommodation
- people with a disability;
- the seriously ill;
- the recently bereaved;
- single parent families;
- pregnant women;
- unemployed people; and,
- those who have obvious difficulty in understanding, speaking or reading English.

36. THE COUNCIL WILL MAKE PARTICULAR EFFORTS TO AVOID THE FULL USE OF BAILIFF ACTION FOR PEOPLE IN VULNERABLE SITUATIONS. HOWEVER, A SIGNED WALKING POSSESSION AGREEMENT, WHERE THE BAILIFF RECORDS AN INVENTORY OF GOODS EQUAL TO THE AMOUNT OF THE DEBT, MAY BE TAKEN TO SECURE AN ARRANGEMENT.

	<p>BEFORE THE REMOVAL OF GOODS, THE BAILIFFS MUST CONTACT THE COUNCIL TO:-</p> <ul style="list-style-type: none"> <li>• Advise that the debtor is considered vulnerable.</li> <li>• Discuss the action taken to try and reach an arrangement, and confirm that these have failed.</li> <li>• Confirm there is no other alternative but to remove goods.</li> </ul> <p>Having examined all of the facts, one of the Council's Designated Officers will decide whether goods can be removed.</p> <p>37.</p>
<p><b>6.</b></p>	<p>38. REMOVAL AND SALE OF GOODS</p> <p>39. <b>THE BAILIFF SHALL NOT REMOVE AND/OR SELL THE GOODS OF THE DEBTOR EXCEPT AFTER RECEIVING AUTHORITY TO DO SO BY ONE OF THE COUNCIL'S DESIGNATED OFFICERS.</b></p> <p>40. <b>BAILIFFS MUST ONLY TAKE GOODS IN ACCORDANCE WITH ALL APPROPRIATE REGULATIONS, AND THIS CODE OF PRACTICE. IN ADDITION THE COUNCIL MAY AGREE OTHER RESTRICTIONS WITH AGENTS ACTING ON THEIR BEHALF.</b></p> <p>41.</p> <p>42. <b>BAILIFFS AND THEIR AGENTS MUST ENSURE THAT GOODS ARE HANDLED WITH REASONABLE CARE SO THAT THEY DO NOT SUFFER ANY DAMAGE WHILST IN THEIR POSSESSION AND SHOULD HAVE INSURANCE IN PLACE FOR GOODS IN TRANSIT SO THAT IF DAMAGE OCCURS THIS IS COVERED BY THE POLICY.</b></p> <p>43.</p> <p>44. <b>BAILIFFS SHOULD NOT REMOVE ANYTHING CLEARLY IDENTIFIABLE AS AN ITEM BELONGING TO, OR FOR THE EXCLUSIVE USE OF A CHILD (PERSON UNDER THE AGE OF 16)</b></p> <p>45.</p> <p>46. <b>A RECEIPT FOR THE GOODS REMOVED SHOULD BE GIVEN TO THE DEBTOR OR LEFT AT THE PREMISES.</b></p> <p>47. <b>BAILIFFS SHOULD TAKE ALL REASONABLE STEPS TO SATISFY THEMSELVES THAT THE VALUE OF THE GOODS IMPOUNDED IS PROPORTIONAL TO THE VALUE OF THE DEBT AND CHARGES OWED.</b></p> <p>48.</p>

	<p>49. <b>GOODS MAY BE REMOVED BY THE BAILIFFS IN PERSON OR BY PROVIDERS ACTING UNDER THEIR DIRECT SUPERVISION.</b></p> <p>50. <b>THE BAILIFF OR THE PERSON WHO PERSONALLY SUPERVISES THE REMOVAL OF GOODS MUST GIVE TO THE DEBTOR IF PRESENT, OR LEAVE IN A PROMINENT PLACE AT THE PREMISES, A RECEIPT LISTING EACH OF THE GOODS REMOVED. THIS INVENTORY MUST INCLUDE A FULL DESCRIPTION OF THE ITEM AND MUST LIST ANY OBVIOUS DEFECTS APPARENT BEFORE REMOVAL.</b></p> <p>51. <b>THE EMPLOYER OF 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 CODE OR OTHERWISE. THE EMPLOYER OF THE BAILIFF SHALL CONSIDER WHETHER AN AUCTION IS THE APPROPRIATE METHOD OF OBTAINING THE BEST PRICE AND IN PARTICULAR SHALL DO SO WHERE THE ITEM CONCERNED IS OF A SPECIALIST NATURE OR OF PARTICULAR VALUE.</b></p> <p>52.</p> <p>53. <b>THE EMPLOYER OF 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.</b></p> <p>54.</p> <p>55. <b>WHERE A SALE HAS TAKEN PLACE, THE DESIGNATED OFFICER OR THE EXTERNAL BAILIFF COMPANY SHALL REPORT TO THE DEBTOR THE PLACE AND TIME OF THE SALE THAT TOOK PLACE AND THE PRICES OF EACH ITEM WHICH HAS BEEN SOLD.</b></p> <p>56.</p> <p>57. <b>WHERE THE BAILIFF IS IN POSSESSION OF A PERSON'S GOODS, HE/SHE SHALL ENSURE THAT THEY ARE HANDLED WITH DUE CARE AND ATTENTION AND PROPERLY SECURED FOR THE PURPOSES OF TRANSPORTING THEM. THE EMPLOYER OF THE BAILIFF SHALL ALSO ENSURE THAT THE GOODS ARE ADEQUATELY INSURED AND ARE SAFELY STORED PENDING SALE.</b></p>
<p><b>7.</b></p>	<p>58. <b>TIMES AND HOURS</b></p> <p>59.</p> <p>60. <b>BAILIFF ACTION MUST NOT BE UNDERTAKEN ON SUNDAYS, BANK HOLIDAYS, GOOD FRIDAY OR ON CHRISTMAS DAY. THE COUNCIL WILL ALSO USE ITS DISCRETION TO EXTEND RESTRICTIVE PERIODS WHEN APPROPRIATE (E.G. TO COVER CHRISTMAS/NEW YEAR PERIOD).</b></p> <p>61.</p>

	<p>62. <b>ENFORCEMENT SHOULD ONLY BE CARRIED OUT BETWEEN THE HOURS OF 6.00AM AND 9.00PM AT DOMESTIC PROPERTIES, AND AT ANY TIME DURING TRADING HOURS FOR BUSINESS RATES / BIDS ARREARS.</b></p> <p>Under the Race Relations Act, Bailiffs will be respectful of the religion and culture of others at all times. They should be aware of the dates for religious festivals and carefully consider the appropriateness of undertaking enforcement on any day of religious or cultural observance or during any major religious or cultural festival.</p>
<p><b>8.</b></p>	<p>63. INFORMATION AND CONFIDENTIALITY</p> <p>64.</p> <p>65. <b>ALL NOTICES, CORRESPONDENCE AND DOCUMENTATION ISSUED BY THE BAILIFFS MUST BE CLEAR AND UNAMBIGUOUS AND TO THE SATISFACTION OF THE COUNCIL.</b></p> <p>66.</p> <p>67. <b>ON RETURNING ANY UN-EXECUTED WARRANTS, THE BAILIFF AGENCY SHOULD REPORT THE OUTCOME TO THE COUNCIL AND PROVIDE FURTHER APPROPRIATE INFORMATION, WHERE THIS IS REQUESTED.</b></p> <p>68.</p> <p>69. <b>ALL INFORMATION OBTAINED DURING THE ADMINISTRATION AND ENFORCEMENT OF WARRANTS MUST BE TREATED AS CONFIDENTIAL.</b></p> <p>70.</p> <p>71. <b>COPIES OF THE NATIONAL STANDARDS FOR ENFORCEMENT AGENTS AND THE COUNCILS CODE OF PRACTICE MUST BE FREELY AVAILABLE FROM THE OFFICES OF THE COUNCIL, THE BAILIFF AGENCY AND THE CITIZENS ADVICE BUREAUX.</b></p> <p>72.</p> <p>73. <b>BAILIFFS SHOULD PROVIDE CLEAR AND PROMPT INFORMATION TO DEBTORS AND WHERE APPROPRIATE, TO THE COUNCIL.</b></p> <p>74.</p> <p>75. <b>BAILIFFS SHOULD, SO FAR AS IT IS PRACTICAL, AVOID DISCLOSING THE PURPOSE OF THEIR VISIT TO ANYONE OTHER THAN THE DEBTOR. WHERE THE DEBTOR IS NOT SEEN, THE RELEVANT DOCUMENTS MUST BE LEFT AT THE ADDRESS IN A PLAIN, SEALED ENVELOPE CLEARLY ADDRESSED TO THE DEBTOR.</b></p> <p>76.</p>

	<p>77. <b>BAILIFFS WILL ON EACH AND EVERY OCCASION WHEN A VISIT IS MADE TO A DEBTOR’S PROPERTY WHICH INCURS A FEE FOR THE DEBTOR, LEAVE A NOTICE DETAILING THE FEES CHARGED TO DATE, INCLUDING THE ONE FOR THAT VISIT, AND THE FEES WHICH WILL BE INCURRED IF FURTHER ACTION BECOMES NECESSARY. IF A WRITTEN REQUEST IS MADE, AN ITEMISED ACCOUNT OF FEES WILL BE PROVIDED.</b></p> <p>78.</p> <p>79. <b>BAILIFFS WILL CLEARLY EXPLAIN AND GIVE IN WRITING, THE CONSEQUENCE OF THE SEIZURE OF A DEBTOR’S GOODS AND ENSURE THAT DEBTORS ARE AWARE OF THE ADDITIONAL CHARGES THAT WILL BE INCURRED.</b></p>
<p><b>9.</b></p>	<p>80. COMPLAINTS/DISCIPLINE</p> <p>81.</p> <p>82. BAILIFF AGENCIES MUST OPERATE COMPLAINTS AND DISCIPLINARY PROCEDURES WITH WHICH BAILIFFS MUST BE FULLY CONVERSANT.</p> <p>83. The complaints procedure should be set out in plain English, have a main point of contact, set time limits for dealing with complaints and outline an independent appeal process where appropriate. A register should be maintained to record all complaints and analysis of complaints involving the same individuals will be undertaken. Any trend identified will be reported to the relevant managers and departments in order that future preventative action can be implemented.</p> <p>84.</p> <p>85. BAILIFF AGENCIES SHOULD MAKE USE OF THE COMPLAINTS AND DISCIPLINARY PROCEDURES OF PROFESSIONAL ASSOCIATIONS SUCH AS CIVEA .</p> <p>86. BAILIFF AGENCIES MUST MAKE AVAILABLE DETAILS OF THEIR COMPLAINTS PROCEDURE ON REQUEST OR WHEN CIRCUMSTANCES INDICATE IT WOULD BE APPROPRIATE TO DO SO.</p> <p>87.</p> <p>88. FACILITIES SHOULD BE IN PLACE TO ENSURE THAT THE COMPLAINTS PROCEDURE IS AVAILABLE IN A METHOD READILY UNDERSTANDABLE BY PEOPLE WITH SIGHT DIFFICULTIES, OR WHOSE FIRST LANGUAGE IS NOT ENGLISH.</p>
<p><b>10.</b></p>	<p>89. STATUTORY OR FINANCIAL REQUIREMENTS FOR BAILIFF AGENCIES</p> <p>90.</p>

	<p>91. <b>BAILIFF AGENCIES MUST ENSURE THAT AUDITED ACCOUNTS ARE KEPT AND AVAILABLE ON REQUEST. AN ANNUAL AUDIT OF THE AGENCY’S ACCOUNTS BY INDEPENDENT ACCOUNTANTS SHOULD BE UNDERTAKEN AT LEAST ONCE A YEAR FOR BUSINESSES WHERE THIS IS APPROPRIATE.</b></p> <p>92.</p> <p>93. <b>BAILIFF AGENCIES MUST COMPLY WITH ALL STATUTORY OBLIGATIONS.</b></p> <p>94.</p> <p>95. <b>A SEPARATE ACCOUNT FOR MONIES DUE TO THE COUNCIL SHOULD BE MAINTAINED. IN ADDITION, ACCURATE BOOKS AND ACCOUNTS SHOULD BE KEPT AND MADE AVAILABLE TO ESTABLISH MONIES OWED TO THE COUNCIL.</b></p> <p>96.</p> <p>97. <b>BAILIFF AGENCIES MUST KEEP A COMPLETE RECORD OF ALL FINANCIAL TRANSACTIONS IN WHATEVER CAPACITY UNDERTAKEN.</b></p> <p>98.</p> <p>99. <b>BAILIFF AGENCIES MUST MAINTAIN SUITABLE AND COMPREHENSIVE INSURANCE COVER FOR BOTH PROFESSIONAL INDEMNITY AND OTHER RISKS INCLUDING EMPLOYER’S LIABILITY AND PUBLIC LIABILITY. INSURANCE REQUIREMENTS MUST ACTIVELY BE RE-VISITED EACH YEAR TO THE SATISFACTION OF THE COUNCIL, AND TO ENSURE ADEQUATE AND APPROPRIATE ARRANGEMENTS ARE IN PLACE.</b></p>
<p><b>11.</b></p>	<p>100. THE COUNCIL’S RESPONSIBILITIES</p> <p>101.</p> <p>102. <b>THE COUNCIL MUST NOT SEEK PAYMENT FROM A BAILIFF AGENCY, OR A BAILIFF IN ORDER TO SECURE A CONTRACT.</b></p> <p>103.</p> <p>104. <b>THE COUNCIL MUST NOTIFY THE BAILIFF AGENCY OF ALL PAYMENTS RECEIVED AND OTHER CONTACTS WITH THE DEBTOR.</b></p> <p>105.</p> <p>106. <b>THE COUNCIL HAVE A RESPONSIBILITY TO TELL THE DEBTOR THAT IF PAYMENT IS NOT MADE WITHIN A SPECIFIED PERIOD OF TIME, ACTION MAY BE TAKEN TO ENFORCE PAYMENT.</b></p>

	<p>107. <b>THE COUNCIL MUST NOT REQUEST THE SUSPENSION OF A WARRANT OR MAKE DIRECT PAYMENT ARRANGEMENTS WITH DEBTORS WITHOUT NOTIFYING THE BAILIFF AGENCY.</b></p> <p>108. <b>THE COUNCIL MUST NOT ISSUE A WARRANT KNOWING THAT THE DEBTOR IS NOT AT THE ADDRESS, AS A MEANS OF TRACING THE DEBTOR AT NO COST, UNLESS THIS HAS BEEN SPECIFICALLY AGREED WITH THE BAILIFF AGENCY.</b></p> <p>109.</p> <p>110. <b>THE COUNCIL MUST PROVIDE A CONTACT POINT AT APPROPRIATE TIMES TO ENABLE THE BAILIFF TO MAKE ESSENTIAL QUERIES PARTICULARLY WHERE THEY HAVE CAUSE FOR CONCERN.</b></p> <p>The Council will inform the Bailiff agency if it has any cause to believe that the debtor may present a risk to the safety of the bailiff.</p>
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## APPENDIX 2

### Code of Conduct for Bailiffs (Traffic debts).

The provider must ensure each Bailiff adheres to the following Code of Conduct in addition to the National Standards for Enforcement Agents (May 2002). This Code of Conduct may be reviewed by the Authority and updated throughout the term of the Framework Agreement.

1.	Bailiffs will levy distress in a humane, firm but fair manner. Any action taken shall comply with the law. The Council's policy is to seek to recover the Debt as quickly as reasonably practicable without imposing undue hardship. The Policy is not to recover Debt at all costs.
2.	Bailiffs should be courteous and act responsibly, behaving in a manner befitting the Contracting Body at all times.
3.	The Bailiff should maintain an acceptable standard of dress, consistent with the provision of a professional service.
4.	Without limitation Bailiffs must comply with the Data protection Act 1998 and the Computer Mis-use Act 1990.
5.	Bailiffs will comply with any instructions given by the Contracting Body's Representative pursuant to the Framework agreement.
6.	A bailiff attending premises must carry and show proof of their identity (in the form of a Bailiff Certificate and their Authorisation) and the Warrant of execution.
7.	The bailiff should not pose as an employee of any Contracting Body. When visiting premises in pursuit of their duties the Bailiff is required

	to advise the Debtor that the Provider has been instructed to collect the Debt by the Authority it is representing and be able to provide details of the original Penalty Charge Notice to which the debt relates.
<b>8.</b>	The name of the Bailiff who has attended the premises should be made clear on all documentation left with the Debtor.
<b>9.</b>	All handwritten communication sent by the Bailiff to the Debtor should be clearly legible, with contact reference, telephone numbers and out of hours instructions and some form of copy should be retained.
<b>10.</b>	All letters received by the Bailiff in relation to a Call-Off Contract are to be answered within 10 Working Days.
<b>11.</b>	All information acquired by the Bailiff during the course of the performance of the Service must be kept confidential.
<b>12.</b>	Bailiffs will ensure that the Debtor is provided with a telephone number throughout the Debt recovery process where the Provider can be contacted.
<b>13.</b>	Bailiffs must determine whether the Debtor still resides at the Premises before attempting to levy distress, for which a tenancy agreement and/or a recent utility bill will prove sufficient evidence to satisfy not.
<b>14.</b>	If a person who is under the age of 18 answers the door the Bailiff should try to determine whether an adult is in the property and available to speak to the Bailiff but if there is no adult available the Bailiff shall agree an appropriate time to call back at a later date.
<b>15.</b>	Any documentation left with the Debtor by the Bailiff should be hand signed and left by the Bailiff in a sealed envelope.
<b>16.</b>	Before levying distress, the Bailiff must ensure that the goods they are seizing actually belong to the Debtor.
<b>17.</b>	Bailiffs must only levy distress on any items that are not exempted by relevant Law in force at the time.
<b>18.</b>	The Council expects the Bailiff to follow guidelines laid down by any relevant professional bodies and comply with relevant Law.
<b>19.</b>	Any contentious issues or problem cases should be brought to the attention of the Contracting Body's Representative so that they may be discussed and the most appropriate solution reached.



## Schedule 4 Charges

- CHARGES FOR EACH SERVICE OR METHOD OF CALCULATION OF CHARGES

**Rossendales have been providing Arrest Warrant and Committal Training Services since 2001**, following the transfer of powers of arrest by the Magistrates' Court from the police to civilian enforcement officers under ss92-97 of the Access to Justice Act 1999 being brought into force, along with associated amendments to Magistrates' Court procedures.

**In terms of service charges, Rossendales will provide Nottingham City Council with a comprehensive Arrest Warrant Service as detailed at No Cost.**

### 3. Revenues cost to be met by the debtor

<ul style="list-style-type: none"> <li>• Charge for making a visit to a premises with a view to levying distress, where no levy is made <u>1st Visit</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ The statutory fees specified under Header A of Schedule 5 of SI1992/613</li> <li>▪ The statutory fees specified under Header A of Schedule 3 of SI1989/1058</li> <li>▪ Statutory fee as set out in accordance with The Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993</li> </ul>
<ul style="list-style-type: none"> <li>• Charge for making a visit to a premises with a view to levying distress, where no levy is made <u>2nd Visit</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ The statutory fees specified under Header A of Schedule 5 of SI1992/613</li> <li>▪ The statutory fees specified under Header A of Schedule 3 of SI1989/1058</li> <li>▪ Statutory fee as set out in accordance with The Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993</li> </ul>
<ul style="list-style-type: none"> <li>• Charge for Levying distress For debts below £100.00</li> </ul>	<ul style="list-style-type: none"> <li>▪ The statutory fees specified under Header B of Schedule 5 of SI1992/613</li> <li>▪ The statutory fees specified under Header B of Schedule 3 of SI1989/1058</li> <li>▪ Where the sum demanded and due does not exceed £100.00 = £28.00</li> </ul>
<ul style="list-style-type: none"> <li>• Charge for Levying distress For debts above £100.00</li> </ul>	<ul style="list-style-type: none"> <li>▪ The statutory fees specified under Header B of Schedule 5 of SI1992/613</li> <li>▪ The statutory fees specified</li> </ul>



	<ul style="list-style-type: none"> <li>under Header B of Schedule 3 of SI1989/1058</li> <li>Where the sum demanded and due exceeds £100.0 = 28% on the first £200.00 and 5.5% on any additional sum over £200.00</li> </ul>
<p>Charge for attending with a van (with a view to removing goods/vehicles) per visit to an address, irrespective of the number of liability orders. (Charge to include up to 1 hours waiting time)</p>	
<ul style="list-style-type: none"> <li>Charge for one attendance (where following the levy, goods are not removed).</li> </ul>	A charge not exceeding £125.00 (which includes up to 1 hours waiting time) per visit to an address, irrespective of the number of Liability Orders or Warrants of Execution.
<ul style="list-style-type: none"> <li>Charge for attendance resulting in the removal and storage of goods/vehicles for the purposes of sale.</li> </ul>	NIL – If already applied as above then no second or further charge for attendance, instead the lesser waiting time charge per half hour will be applied.
<ul style="list-style-type: none"> <li>Fixed charge for waiting time per half hour for one attendance regardless of driver or porter(s) in attendance).</li> </ul>	£30 per half hour or part thereof
<ul style="list-style-type: none"> <li>Fixed charge for each additional person in attendance; waiting time per half hour for one attendance.</li> </ul>	NIL – All debt types
<ul style="list-style-type: none"> <li>Charge for vehicle clamping</li> </ul>	NIL – All debt types
<ul style="list-style-type: none"> <li>Charge for storage of removed goods.</li> </ul>	NIL – All debt types
<ul style="list-style-type: none"> <li>Charge for Walking Possession</li> </ul>	<ul style="list-style-type: none"> <li>The statutory fees specified under Header E (ii) of Schedule 5 of SI1992/613 = £12.00 fixed</li> </ul>



	<ul style="list-style-type: none"> <li>▪ The statutory fees specified under Header E(ii) Schedule 3 of SI1989/1058 £12.00 fixed</li> <li>▪ Statutory fee as set out in accordance with T1 Enforcement of Road Traffic Debts (Certificated Bailiff Regulations 1993 - £0.50 for the first 14 days £0.00 each day after</li> </ul>
• Charge for Close Possession	NIL – All debt types
• Charge for HPI check on debtor's vehicle	NIL – All debt types
• Charge for removal of vehicle for purposes of sale (fee applies to cars, light goods-and-2-wheeled motor vehicles).	Reasonable external disbursements charged at cost
• Charge for storage of vehicles for purposes of sale (per day)	NIL – All debt types
• Charge for expenses and commission on a sale by auction Sale held at auctioneer's premises	NIL – All debt types
• Charge for expenses and commission on a sale by auction Sale held at debtor's premises	NIL – All debt types
• Charge for where no sale takes place because the debt has been paid and goods returned to the debtor, the costs of advertising.	NIL – All debt types
<b>4. Costs associated with debtor payments</b>	
• Charge for payment by Credit Card.	NIL – All debt types



**FW: 729: 729 Debt Recovery Services Concession - clarification required - Message (HTML)**

File Edit View Insert Format Tools Actions Help

Reply Reply to All Forward

You replied on 09/08/2012 08:03.

From: S.40(2) Sent: Wed 08/08/2012 08:03  
To: S.40(2)  
Cc:  
Subject: FW: 729: 729 Debt Recovery Services Concession - clarification required

Good afternoon,

Thank you for your Email.

No. It is not in excess of £150. Rossendales will impose a fee cap of £75 for the removal of a vehicle for the purposes of sale.

**Kind regards**

S.40(2)

Rossendales Ltd  
Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire, BB4 4NB  
T: S.40(2)  
F: 01706 831126

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From: S.40(2)  
Sent: 08 August 2012 11:50  
To: S.40(2)  
Subject: 729: 729 Debt Recovery Services Concession - clarification required

Dear Supplier.

Please clarify if your charge for:  
Removal of vehicle for purposes of sale (fee applies to cars, light goods-and-2-wheeled motor vehicles).  
is in excess of £150.

Please respond by close of business today, if at all possible, by e-mail to:  
S.40(2)

Start PROACTIS Pr... CLARIFICATI... RE: CPU 760 ... FW: 729: 72... Rossendales Document2 - ... B&S Framew

## 1. EXIT CHARGES

## Schedule 5 Definitions

### 1. DEFINITIONS

In this framework agreement and each Service Contract, the following definitions apply:

**Affiliate:** in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company.

**Applicable Terms:** the terms and conditions which apply to each Service Contract as set out in Schedule 1.

**Assigned IPRs:** all Intellectual Property Rights developed by or on behalf of the Supplier in the provision of the Services, other than Retained IPRs.

**Available Services:** the services, including without limitation any Deliverables, which the Supplier is willing to provide to the Customer and the Customer Affiliates as set out in Schedule 3 of the framework agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges:** the charges set out in Schedule 4 of the framework agreement or as otherwise specified in the Service Contract payable by a Customer Party for the supply of the Services by the Supplier.

**Customer Affiliate:** an Affiliate of the Customer.

**Customer Manager:** in respect of each Service Contract, the person so designated in the Service Contract.

**Customer Materials:** all materials, equipment and tools, drawings, specifications and data supplied by a Customer Party to the Supplier.

**Customer Party:** in respect of any Service Contract, the Customer or the Customer Affiliate which has entered into it.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

**Framework Agreement Commencement Date:** 1<sup>ST</sup> OCTOBER 2012

**holding company and subsidiary:** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and

trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Retained IPRs:** all Intellectual Property Rights either owned by the Supplier or its third party licensors before the Framework Agreement Commencement Date or subsequently developed by or on behalf of the Supplier after the Framework Agreement Commencement Date other than in the provision of the Services.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to a Service Contract.

**Service Contract:** an agreement for the provision of Services by the Supplier to the Customer or Customer Affiliate agreed in accordance with clause 2.

**Supplier Manager:**

**Schedule 6 Customer Ethics and Anti-bribery policy**

INSERT POLICY



Signed for and on behalf of  
NOTTINGHAM CITY COUNCIL

.....  
Authorised Signatory

Signed by  
for and on behalf of ROSSENDALES  
LIMITED

.....  
Director