

**THURROCK BOROUGH COUNCIL**  
**BAILIFFS SERVICE LEVEL AGREEMENT**

**1. THE TASK**

**1.1 Introduction and Summary of Requirements**

- 1.1.1 This document outlines the service required and the standards expected from the contractor providing a full Bailiff Service in respect of Council Tax and Business Rates recovery.
- 1.1.2 The Council's aim is to maximise income, reduce the costs of collection, and retain provision of a quality service.
- 1.1.3 Bailiff work is performed on a nil-commission basis.

**2. SERVICES REQUIRED**

**2.1 The Standard Service**

- 2.1.1 The Council will be responsible for obtaining liability orders for unpaid Council Tax and Business Rates. These will be sent electronically to the Contractor. If the Contractor is unable to receive them electronically they will collect the list from the Council Tax and Business Rates Section offices in New Road, Grays.
- 2.1.2 The service timescale usually expected in respect of both Council Tax and Business Rates is detailed at 2.1.4. The Contractor must adhere to these service delivery standards, but an extension of time may be sanctioned by the Recovery Section in some circumstances. The Council Tax and Business Rates Sections are committed to providing a quality service. The Contractor is required to have robust quality control procedures in place and must supply the Recovery Officer with details of these. The Contractor must, in performing the service, comply with and review these quality procedures.
- 2.1.3 The Contractor must demonstrate a commitment to customer care and will comply with its own procedures for customer care as supplied to the Council.

#### 2.1.4 **Bailiff Action Timescale from Instruction**

	<b><u>Time in Days</u></b>	<b><u>Total Days</u></b>
Receive and Acknowledge	2	2
1st Visit	5	7
2nd Visit	10	17
Visit to Remove	10	27
2nd Visit to Remove (at different time of day or on a Saturday	5	32
Committal/Winding Up Letter	7	39
Investigative Work	14	53
Return if Unsuccessful	7	60

Urgent cases (in particular large Rates debts) will require action within 24 hours.

#### 2.2 **Return of Liability Orders**

2.2.1 The liability order and all other associated documentation (including copies of correspondence with the debtor) must be returned no later than 60 days after it was issued, unless an arrangement for payment is in place or the Council has specifically requested the contractor to retain it pending investigation. In some cases the contractor may wish to request an extension.

2.2.2 Sometimes, the Council will ask for the instruction to be returned because it has been sent out in error. These must be returned immediately. Similarly, where the contractor identifies that it has a conflict of interest because of a previous relationship with the Debtor, it must return the liability order immediately.

2.2.3 When a liability order is returned, a Nulla Bona certificate must be provided wherever applicable and a report detailing the following:

- (a) the action taken including tracing enquiries
- (b) the dates of those actions
- (c) the debtor's response
- (d) any changes of occupation/liability/circumstances advised to the bailiff.
- (e) reason for return

2.2.4 Weekly reports must be provided, showing the following:

- (a) Liability orders outstanding - number, value and status
- (b) Value of returns and reasons for return

#### 2.3 **Administration**

2.3.1 The Contractor must provide a detailed written report on request of any cases in their possession, within 48 hours.

2.3.2 The Contractor will give immediate information to the Recovery Section regarding any action taken on an individual case.

2.3.3 Bailiffs must be contactable whilst in the Council's area.

2.3.4 The Contractor must ensure that there are sufficient direct telephone lines provided for Thurrock staff to contact them and sufficient account handling staff available to deal with the public.

## 2.4 **Tracing Services**

2.4.1 The Council expects routine tracing enquiry to be carried out as part of the Contractor's standard service and the Contractor shall use all its tracing capabilities, particularly in the case of Business Rate debts, before a liability order is returned.

## 2.5 **Arrest Warrants**

2.5.1 The Council shall obtain arrest warrants as appropriate and the Contractor will arrange for the paperwork to be collected as in paragraph 2.1.1 above.

2.5.2 A minimum number of three visits must be made before returning a warrant, one of which must be after 7.00 p.m. or on a Saturday.

2.5.3 Warrants must be executed or endorsed within 28 days of issue.

2.5.4 When an Arrest Warrant is executed, a report must be provided at least 7 days before the hearing. It should include:

- (a) the date of execution
- (b) the date, time and place of the hearing
- (c) if returned unexecuted, the reasons why.

2.5.5 The Council will not pay a fee in the event that an Arrest Warrant is not executed or endorsed within 28 days.

## 2.6 **Accounting Arrangements**

2.6.1 All payments whether cash, cheque, postal order, bankers draft or credit/debit card should be paid into a Thurrock Borough Council client account set up by the Contractor daily.

2.6.2 Payment by the Contractor must be made weekly by electronic means. They should show the following details:-

- (a) Account Number and Summons Number
- (b) Name of Debtor
- (c) Payment Date
- (d) Total Payment
- (e) Contractor's costs and fees and a breakdown of how they were incurred.

- 2.6.3 The Contractor must be prepared to keep detailed accounts of all monies collected for up to 10 years from the date of collection.
- 2.6.4 The Contractor will confirm in writing that all funds collected on behalf of Thurrock Borough Council have been deposited into the bank account immediately. Where the Council receives payments direct from debtors, it shall notify the Contractor of this and arrange payments of fees in accordance with paragraph 2.6.5.
- 2.6.5 The Council will pay the Contractor's invoices within 30 days.

### 3. **V.A.T. INVOICES**

- 3.1 Must be submitted on a weekly basis.
- 3.2 Separate invoices should be supplied for Council Tax and Business Rates.

### 4. **METHODS OF WORKING**

- 4.1 The Contractor must comply with the attached Code of Practice (Appendix A), and with the Conditions of Contract.
- 4.2 The Contractor must co-operate with the Council and its agents to ensure that the Council's objectives are achieved and its public image is maintained.

#### 4.4 **Contractor's Contract Manager**

- 4.4.1 The Contractor will designate a senior manager as the Contract Manager for Thurrock. Responsibilities will include:
- (a) Ensuring that all work is carried out in accordance with the Contract.
  - (b) Working closely with the Council's Recovery Manager to ensure that Thurrock receives service levels of the highest quality throughout the contract.

- 4.4.2 The Contractor will also designate a company director or similar to be the Client Manager.

#### 4.5 **Client-Side Management**

- 4.5.1 Contract performance will be reviewed and discussed regularly, between Thurrock's Recovery Manager and the Contractor's nominated Contract Manager at either the Civic Offices or the Contractor's offices.

4.5.2 The relationship between the Contractor and the Council should be established as a working partnership and close liaison and discussion will be an essential feature of the Contract.

4.5.3 The relationship between the Council and the Contractor must in all ways be professional. In order that there are no conflicts of interest or impropriety all major communication affecting the operation of the Contract should be in writing and directed to the Recovery Manager.

4.5.4 In this context the Council would expect that former employees of the Council would not be employed by the Contractor on this Contract.

#### 4.6 **Contact with the Public**

4.6.1 The Contractor must provide sufficient dedicated telephone lines for Thurrock debtors to contact them. The cost of all calls should be at the local rate.

4.6.2 All correspondence from the public must be formally replied to within 5 working days. All changes in liability or circumstance should be notified to the Council immediately they are known. Queries which the Contractor's staff are unable or are unqualified to answer should be referred back to the Council immediately.

4.6.3 A Complaints Procedure must be in operation and notification that such a scheme exists and details of how it operates should be given to the debtor whenever necessary and especially on request from the debtor.

4.6.4 The Contractor must supply copies of all standard forms and letters to the Council. Any changes to these must be notified to the Council before they are put in use. Documentation must not be ambiguous or misleading in any way.

4.6.5 Contact with the public should be professional, courteous and responsive at all times. Thurrock is a Borough whose community covers a wide diversity of population, with varying needs and the problems associated with an Outer London Council. The Contractor will be given details of the various policies and principles upheld by the Council and will be expected to uphold them all when acting as our Agents.

#### 5. **STAFF**

5.1 All Bailiffs employed by the Contractor on this project must hold a current County Court Certificate and hold a minimum of a £10,000 Bond.

5.2 The Council sets the highest professional standards for its officers with regard to the acceptance of hospitality and gratuities. Your staff must **not** accept gifts or hospitality when working as the Council's agents; nor offer this to Council employees.

5.3 Bailiffs and office staff must not misrepresent their powers or authority. The Contractor must ensure that staff employed on the Contract have the relevant ability, experience and qualifications necessary to carry out their duties correctly and in a professional manner.

5.4 The Council shall supply letters of authority for the bailiffs on being supplied with details by the Contractor. The Contractor shall also ensure that all bailiffs engaged (whether as employees or self-employed contractors) wear a photographic identify badge that clearly shows their name and their employer's name and address.

## 6. **CONFIDENTIALITY AND SECURITY**

### 6.1 **Data Protection**

The Contractor is responsible for ensuring that all data protection requirements under the Data Protection Act 1984/Data Protection Act 1998 are fully adhered to and that all data obtained under the Contract is relevant, confidential and not released without the prior approval of the Council. Data must not be used for any purpose other than performance of the Contract. The Contractor will be required to provide details of their Data Protection Registration.

### 6.2 **Financial Stability**

The Contractor to supply on request sufficient information to demonstrate their financial stability.

### 6.0 Code of Practice.

6.1 Copy of current code of practice below:

## **CODE OF PRACTICE**

### **THE BAILIFF'S RESPONSIBILITIES**

The Contractor and all its staff and self-employed contractors will be expected to comply with this code at all times.

#### 1. **General Principles**

The Contractor will levy distress in a humane, firm but fair manner. Any action taken should be in compliance with the legislation in force at the time.

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 the debt at all costs.

Removal of goods should only take place where attempts to reach any other settlement have failed.

The Contractor is an agent of the Council and, as such, must behave in a manner befitting the Council at all times.

#### 2. **Requirements**

The Contractor must at all times comply with the Data Protection Act 1984/Data Protection Act 1998.

The Contractor must not sub-contract any of the work covered by this Contract, except with the Council's written permission. However, this does not apply to self-employed bailiffs who may be engaged by the Contractor, provided they hold a current County Court Certificate and are Bonded to the amount specified by the courts.

The Contractor shall ensure that the Contractor's staff receive sufficient training to be able to advise debtors concerning basic Council Tax and Business Rates enquiries.

The Contractor should be able to advise debtors where they can obtain debt advice services.

The Contractor will comply with any instructions given by the Council's Recovery Manager.

#### 3. **Appointment and Training of Bailiffs**

The Contractor shall ensure that staff recruited are fit and proper persons to act as Bailiffs or account handlers.

All Bailiff's employed on the Contract must hold a current County Court Certificate and be Bonded for the amount specified by the courts.

Bailiffs should be courteous and act in a responsible manner. Whilst the Council does not have a specific dress code, the Bailiff should maintain an acceptable standard of dress consistent with the provision of a professional service.

A Bailiff attending premises on behalf of the Council must carry proof of his/her identify (in the form of an identity card, which includes a photograph) and written confirmation that he/she has been instructed by Thurrock Borough Council to recover arrears.

Bailiffs must not pose as employees of the Council. When visiting premises in pursuit of their duties they are required to advise the debtor that they are Bailiffs who have been instructed to collect arrears owed to the Council.

#### 4. Information to Debtors

All standard letters/forms issued by the Contractor must be legally correct and in plain English (and proofs agreed by the Council).

The name of the bailiff who has attended premises should be made clear on all documentation left with the debtor.

All hand written communication should be clearly legible.

The bailiff must issue an adequate and proper receipt for all sums received.

All agreements concerning repayment terms and instalments should be recorded in writing and a copy given to the debtor, and to the Council if requested.

The contact telephone numbers of Council staff and hours of business must be known by Bailiffs and office staff.

The Contractor's name, address, registered company number, names of partners/directors, hours of business and contact telephone numbers must be shown on all documentation used by the Contractor.

#### 5. Confidentiality and Access to Information

All information acquired by the Contractor during the course of the performance of duties must be kept confidential between the Council and the Contractor. All staff must be made aware of their responsibilities under the Data Protection Act 1984/ Data Protection Act 1998.

The Contractor must not sell or exchange any information relating to the debtor, nor the business of the Council.

The Council will have access to any and all formation held by the Contractor in connection with this Contract.

6. Means of Communication

The Contractor and the Council's Bailiff Manager will ensure that there is a sufficient system of communication in place.

The Contractor will ensure that there are adequate phone lines available to enable debtors and Council staff to contact them and that the telephone contact can be made at the price of a local call. Where Bailiffs use mobile telephones this should be highlighted on stationery and an alternative land-line number provided.

The Contractor will ensure that they can gain immediate contact with the Bailiff and can issue instructions to the Bailiff direct.

7. Accounts where Special Attention is needed

In some circumstances the Council may wish to avoid the use of distress, particularly where there is an alternative method available for recovering the debt; or the circumstances of the debtor are such that it would be unfair or dangerous to proceed with an action of distraint.

The Council may wish to avoid the use of distress where:

- (i) The debtor or a member of the debtor's close family has a long term serious illness.
- (ii) There has been a recent bereavement in the debtor's close family
- (iii) The debtor is a single parent on low income
- (iv) The debtor is a pensioner
- (v) The debtor has communication difficulties
- (vi) The debtor is pregnant
- (vii) The debtor suffers from a mental disorder or learning difficulty
- (viii) The debtor or his/her partner is in receipt of Income Support
- (ix) The debtor has a serious physical disability
- (x) The action would in effect bankrupt the debtor and close a business, resulting in residents of Thurrock becoming unemployed
- (xi) The action may result in a property becoming vacant long term

Where the Contractor is satisfied that the debtor falls within one of these categories special care should be taken to ensure that the debtor is dealt with in the appropriate way. The Contractor is given discretion to interpret the facts of each case on their individual merits and there may be other circumstances where the Bailiff may decide that distraint would not be the proper course. The Council must be notified if the bailiff thinks a particular debtor is very vulnerable by reason of age, illness or infirmity.

The Contractor is authorised to agree instalment payments on behalf of the Council. There must be no charge for setting up any arrangement and, provided that payments

are being made as agreed, there should be no additional costs except those incurred prior to the arrangement being made.

8 Levying Distress

The Contractor must determine as far as is reasonably possible whether the debtor still trades/lives at the premises before attempting to levy distress.

If a person who appears to be under the age of 18 answers the door, the Bailiff must call back another time.

Any documentation must be left in a sealed envelope.

No entry to premises shall normally be attempted before 7.00 a.m. or after 10.00 p.m., nor on a Sunday.

Before levying distress, the Contractor will as far as is reasonably possible ensure that the goods concerned actually belong to the debtor.

The Contractor will not levy distress on any items exempted by regulations in force at the time.

9. Contractor's Charges

The Contractor's discretionary charges must be agreed by the Council.

10. Removal and Sale of Goods

The Contractor shall agree with the Council policy/procedures regarding the removal and sale of goods.

The Contractor shall take all steps possible to obtain the best price at any auction. The Contractor must consider whether an auction is the appropriate method of obtaining the best price and in particular should do so where the item concerned is of a specialist nature or of particular value.

Where a sale has taken place, the Contractor will notify the debtor of the place and time of sale, and the price achieved for each item which has been sold. In addition, all costs must be accounted for and the debtor advised accordingly.

All goods held in the possession of the Contractor must be handled with due care and attention and properly secured. The Contractor must also ensure that the goods are adequately insured.

11. Complaints

The Contractor should appoint a named senior manager to deal with any complaints and this person should have authority to instruct any Bailiff operating on behalf of the Council.

The Contractor must set up an internal process for dealing with complaints and provide a copy of that procedure to the Council. The Contractor must provide the Council with a copy of every complaint and their reply.

12. Liaison

The Council expects the Contractor to follow guidelines laid down by any relevant professional bodies, the DETR and other parties interested in best practice. In addition, the Council expects the Contractor to liaise with Advice Agencies (i.e. the Citizens Advice Bureau, Law Centres, Welfare Rights, etc.), Solicitors and other representatives, provided permission has been obtained from the debtor. Any contentious issues or problem cases must be brought to the attention of the Council's Bailiff Manager so that they may be discussed and the most appropriate solution reached.

**Signed:**

**Name:**

**Position in Company:**

**Company Name: Hammond Hillman Ltd**

**Date:**

**Signed:**

**Name: John Terry**

**Position in Company: Revenues Manager**

**Company Name: Vertex Data Science**

**Date:**