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5. SPECIFICATION

The following specification outlines the minimum requirements for this service.

Lot 1- Council tax and Business Rates

WORK SPECIFICATION

- I.01 This document sets out the work specification and code of conduct for enforcement agents acting on behalf of Plymouth City Council for the enforcement of council tax, non-domestic rates and business improvement districts (BID's). Companies, firms and individuals contracted by Plymouth City Council to undertake specified tasks will be required to ensure that they, their employees and, where applicable, contractors, and agents comply with the following code at all times.
- I.02 The Service Provider will not sub-contract or use agents to take control of goods on behalf of Plymouth City Council without the express agreement of the Council.
- I.03 All enforcement agents must be employees rather than self-employed.
- I.04 The Service Provider will ensure that all enforcement agents, employees, contractors, and agents have appropriate knowledge and understanding of the relevant legislation, case law, and powers and that they will, at all times, act strictly within the law. Where necessary, the Service Provider will ensure that adequate training is undertaken and is effective.
- I.05 Enforcement agents, and all employees, contractors, and the agents of the Service Provider will act in a responsible and courteous manner towards the debtor and all other persons encountered in the process of enforcing payment of a debt.
- I.06 Enforcement agents, and all employees, contractors, and agents must be aware that they represent Plymouth City Council and should act accordingly at all times.
- I.07 Enforcement agents, and all employees, contractors, and agents must have regard to, and act in accordance with, Plymouth City Council's Child Protection Policy at all times. The Plymouth City Council policies can be accessed from the weblink to the South West Safeguarding and Child Protection Group <http://www.swcpp.org.uk/>
- I.08 Enforcement agents, and all employees, contractors, and agents must not discriminate unfairly on any grounds including those of age, disability, ethnicity, gender, race, religion or sexual orientation.
- I.09 The Service Provider will maintain an acceptable standard of dress for enforcement agents and all employees, contractors, and agents consistent with the provision of a professional service.

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- I.10 The Service Provider must have, or establish and maintain, an internal complaints procedure overseen by a director or senior manager.
- I.11 The Service Provider shall declare all associated interests of companies, firms, associations, and groups to Plymouth City Council.
- I.12 The Service Provider shall ensure that all information coming into their possession during the performance of the contracted duties is treated as strictly confidential and is not to be used for any purpose other than performance of the contract. Such information may only be disclosed to authorised sources with the express agreement of Plymouth City Council. All electronic data and associated records will be handled in strict compliance with the Data Protection Act 1998, and with any guidance issued by the Information Commissioner. The Service Provider shall provide information as agreed with Plymouth City Council in respect of requests made under the Freedom of Information Act 2000. Any information held is to be returned to the Authority upon termination of the Contract.
- I.13 The Service Provider will need to demonstrate that any technology solution is designed and built to open standards of interoperability to allow full and easy integration with existing and any future systems that may be required to link with the proposed solution, including but not limited to:
 - Civica Financials
 - Capita Academy
 - Capita Fraud
- I.14 The Service Provider will ensure that all notices and other documentation left with or sent to the debtor are neither ambiguous nor misleading. Except where a notice or other documentation is handed to the debtor, it must be enclosed in a sealed envelope addressed to the Debtor. Copies of the documents which are to be used by the Service Provider should be supplied and agreed with the Council before the commencement of the contract
- I.15 All enforcement agents must hold a Bailiff's Certificate under the relevant legislation.
- I.16 All enforcement agents must be subject to Criminal Records Bureau disclosure checks.
- I.17 The Service Provider shall bring to the attention of the Authority any cases which are felt to be inappropriate for enforcement action, and will seek further instructions from nominated officers before proceeding.
- I.18 The Service Provider will undertake to process all instructions within the timescale set down in the specification and will report back on any cases still outstanding when that period expires. The Service Provider will endeavour to supply employment details on all returned cases where there remains a balance outstanding and contact was made with the debtor.
- I.19 Unless otherwise specified, a minimum of five unsuccessful visits to the debtor's address is required before the case is referred back to Plymouth

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City Council. Two visits may only take place on the same day where the enforcement agent has reason to believe after the first visit that the debtor will be present at a later time. Otherwise, the second visit must take place on a different date.

- I.20 Where no contact has been made following a visit(s), at least one visit should be made to the debtor's address outside normal office hours i.e. 08:30 to 17:00 before referring the debt back to Plymouth City Council. The Council, where agreed, will provide a contact number for use by the enforcement agent outside normal office hours.
- I.21 The enforcement agent must not visit to enforce a liability order, or warrant, or seek to recover any other debt before 06:00 hours or after 21:00 hours on the days Monday to Saturday inclusive or at any time on a Sunday or bank holiday, unless prior agreement has been reached with the Authority.
- I.22 The Service Provider should not schedule, unless agreed with Plymouth City Council, enforcement agent visits during the inclusive period 23 December to 2 January each year.
- I.23 The Service Provider, on returning any un-executed liability orders or warrants for unpaid debts, shall report the reason(s) why enforcement has not taken place, together with any recommendations or other relevant information. Where no goods, or insufficient goods, can be found to take control of, this shall be reported to Plymouth City Council in an agreed form.
- I.24 The Service Provider will return all abortive or withdrawn instructions to Plymouth City Council promptly in accordance with the timescale agreed in the contract.
- I.25 The Service Provider recognises that at any time Plymouth City Council reserves the right to direct, instruct, take action or make arrangements in any case whether or not the Liability Order has been referred to the enforcement agent.
- I.26 The Service Provider will answer all correspondence and respond to other communications from debtors within the timescale set down in the contract. Where a payment is made by post or is delivered to the offices of the Service Provider the debtor has provided a pre-paid self-addressed envelope, an official receipt must be sent.
- I.27 Where the debtor has attempted to make contact by telephone and has requested a call back from the bailiff, the bailiff shall return the call in the first instance prior to attending at the property and incurring the debtor in additional fees.
- I.28 The Service Provider must keep and properly maintain a separate client bank account and also a suspense account which records all unidentified payments. The Service Provider must allow reasonable access, on request, to Plymouth City Council and its auditors to the records relating to these accounts.

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- I.29 The Service Provider must retain a full case history for each debtor account referred for a period of 6 years after administrative use has concluded, in accordance with PCC's Retention & Disposition Schedule. Electronic versions of information rather than printed documents should be retained whenever possible.

OPERATIONAL GUIDELINES

- I.30 The following guidelines must be adhered to when enforcing the payment of Council Tax, Non Domestic Rates, BID levy.

General

- I.31 The enforcement agent will at all times carry full and proper photographic identification and, when attending at a debtor's property, will produce this at the outset without being asked. The agent will also carry written authority from the Council to act on the Council's behalf and if requested to do so, will show that to the debtor and to any other person who has reason to make that request.
- I.32 The nature of the work demands that the agent should adopt a firm but polite attitude with debtors and other people they contact in the course of their duties. The agent should seek to ensure that any assistant, colleague or Service Provider adheres to the same standard of behaviour.
- I.33 The agent will be cautious in all cases and have regard to the circumstances of the case. Plymouth City Council shall inform The Service Provider of the types of debtor that may be considered to be 'vulnerable'. Any other cases considered suitable by the agent for special consideration should be referred back to Plymouth City Council for guidance.
- I.34 On meeting any person of adult age at a property, the agent should introduce himself or herself, and any other assistant or colleague. The agent should seek to establish the identity of all persons present and inform the debtor (if present) of the purpose of the visit, and where appropriate explain the powers of the Agent. The absence of the debtor will not prevent the agent from taking control of goods, but the agent will be required to take all the relevant circumstances into account before deciding whether to take control of goods or to return at another time.
- I.35 The agent will not enter the debtor's premises if it appears that the only persons present are young people under the age of 18. No detailed discussion should take place with young persons but the agent may enquire as to when the debtor is likely to be at home and/or a written communication may be left at the premises. The agent/collection agent will need to seek advice from Plymouth City Council where they believe the young person may have been left in a vulnerable position or is otherwise at risk.

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- I.36 Entry may only be made by lawful means and no goods in a building may be taken into control unless lawful entry has been made.
- I.37 Any payment made in person must be immediately acknowledged in writing on appropriate letter headed paper or by means of an official receipt.
- I.38 The agent must comply with the taking control of goods legislation at all times. This relates to the conduct, location and timing of visits, goods that can and cannot be seized and the documentation that must be provided to the debtor.
- I.39 The agent may force entry only where permitted by law and after gaining approval from the Council and a supervisor at the Service Provider. If there is any risk of a breach of the peace the police must be informed. The agent must ensure that any damage is kept to a minimum and that the premises are secured before departure.
- I.40 Goods may be removed by the agent in person or by an assistant, or by contractors, acting under the direct supervision of the Agent. Due care must be exercised to avoid any unnecessary damage to goods being removed and goods are to be stored safely and securely, pending their collection by the debtor on payment, or pending sale. Goods will be held for a minimum of 5 days before sale. The Service Provider shall ensure that goods in its possession are covered by adequate insurance.
- I.41 The agent should promptly report any threats or other matters of concern to a senior officer of the Council and if necessary should report any serious risk of a breach of the peace to the police. A means of communication with a senior council officer will be provided, where agreed, both during and outside normal office hours.
- I.42 The Service Provider will provide a means by which debtors may contact the firm or the company whilst agent operations are in progress.

Enforcement Agents - Procedural

- I.43 The Service Provider will issue a notice of enforcement within 48hours of receiving the case. The Service Provider will then follow the compliance procedure agreed with the council.
- I.44 Once the compliance stage is complete, a first visit will take place within 3 days of the case entering the enforcement stage. If unable to make contact with the debtor, then unless otherwise agreed with the Council, the agent will leave a written notice of this visit.
- I.45 If contact is made the debtor should be invited to make payment, including the costs and fees incurred at that point in time in accordance with the statutory scale.

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- I.46 The agent must not enforce if the payment of the appropriate amount, including the fees incurred at that point in time, is tendered before any steps are taken to take control of goods. If the debtor fails to tender the appropriate payment then enforcement may proceed. The agent will not usually attend with the intention of removing goods at this stage but may ultimately remove goods if deemed appropriate and approval is given by the Council. The debtor will be charged costs in accordance with the legislation.
- I.47 Once the process of taking control of goods has started the agent is under no obligation to accept payment and stop the action, as further costs may then have been incurred which it may not be possible to quantify with accuracy. However, the agent may stop the action on payment of an agreed sum that the agent is prepared to accept for the additional costs incurred at any point.
- I.48 Once the agent has taken control of goods he/she may enter into an agreement for deferred payment or payment by instalments subject to the circumstances of the case. Should the agent consider it appropriate to enter into such an arrangement full payment should be sought within the financial year, wherever possible. Payment arrangements are entered into at the discretion of the agent but the agent should not agree an arrangement which exceeds 12 months without first gaining approval from the Council.
- I.49 When the agent has taken control of goods) but does not intend to immediately remove goods, perhaps because a payment arrangement has been agreed, a taking control of goods agreement may be offered to the debtor. If the debtor refuses such an agreement at the outset the agent may remove the goods. If the goods are removed the debtor will also have to pay costs and fees in accordance with the legislation.
- I.50 If the debtor enters into taking control of goods agreement, the goods will be left with the debtor. If the debtor fails to pay as agreed or defaults on payment, then the agent will call on the debtor again. The agent may attend the property with an appropriate vehicle in order to remove the goods. If the goods are not removed the agent may reset the arrangement, and/or take a partial payment as the agent sees fit.
- I.51 If goods are removed the agent must give to the debtor, if personally present, or leave in a prominent place at the premises, an inventory listing each of the goods removed. The agent will charge costs in accordance with the relevant legislation.
- I.52 If the agent is unable to effect recovery of the outstanding balance the case will be returned to the council with a full case history and other supporting documents to enable further enforcement action.

Operational Requirements for case administration

Requirement	<u>Council Tax</u>	<u>Business Rates/ BID Levy</u>
Cases entered onto system within	24 hours of receipt of case	24 hours of receipt of case
Notice of enforcement sent within	48 hours of receipt of case	48 hours of receipt of case
First visit	Within 3 days of case entering enforcement stage	Within 3 days of case entering enforcement stage
Second visit	Within 14days of first visit	Within 14days of first vist
Removal of goods	The agent shall seek approval from the Council before physically removing goods from the premises	The agent shall seek approval from the Council before physically removing goods from the premises
Arrangements – timescale. (Where it is not possible to agree an arrangement within this timescale authority to extend should be sought from the Council)	Maximum 12 months. In the first instance attempts must be made to make all arrangements over the shortest possible timescale	xxxxxxxxxxxx
Broken Arrangements	Contact with the debtor must be made no earlier than 5 working days after the failure to pay.	xxxxxxxxxxxx
Correspondence	For each visit – correspondence must be left, detailing all fees now due.	For each visit – correspondence must be left, detailing all fees now due.
Change of Address	Where the Service Provider becomes aware the debtor has changed address the Council should be notified of the debtor's new address and the date they moved, without delay. The Service Provider shall ensure that a notice of intended distress is sent to the new address no fewer than 14 days prior to any attempt to levy distress.	
Tracing	Where a debtor has left the last known address – the Service Provider shall use reasonable endeavours to establish the new address, notify the Council and pursue the	

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	<p>case accordingly. As a minimum, the Service Provider should undertake the following tracing activity, free of charge before the case is returned to Plymouth City Council:</p> <p>All public accessible information, i.e. Electoral Roll, Companies House, etc.</p> <p>All telephone directories to include BT, Business 192 com. Yell.com, mobile phone directories</p> <p>Experian</p> <p>Equifax</p> <p>DVLA</p> <p>If, after extensive searching, the debtor remains untraceable and the case is returned, the Service Provider must record and retain details on the return on their system of all the searching activity which has been undertaken together with any information obtained. This information to be made available to Plymouth City Council in the event of their request.</p>
Out of Area cases	<p>Out of area cases must be dealt with under the same procedures as cases situated within the Council district. Out of area cases should not be sub-contracted to any third parties without the express permission of Plymouth City Council.</p>
Returns	<p>The Service Provider shall return all cases that they have been unable to collect, for whatever reason, within 7 days of the Service Provider determining that they are unable to collect.</p> <p>The Service Provider to provide a report each month as detailed below:</p> <p>Received Cases, Original Debt, Returned by Request, Returned Uncollectable, Return Other</p>

Lot 2- Sundry Debtor Collection, Commercial Rent and Housing Benefit Overpayments

- 2.01 The Service Provider is required to undertake revenue collection services in respect of
- (a) Sundry Debt (b) Commercial Rents (c) Housing Benefit Overpayments.

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- 2.02 The firm of Enforcement agents appointed (“the Service Provider”) to supply the enforcement agent services to Plymouth City Council (“the Council”) must conform with the following specification.
- 2.03 The Service Provider must provide services in accordance with the conditions set out in this specification and elsewhere in the ITT.
- 2.04 All enforcement agents must be employees rather than self-employed.
- 2.05 The Service Provider must make an appropriate officer available when reasonably required by the Council to give evidence in any court proceedings relating to cases involving the recovery of Sundry Debt, Commercial Rent and Housing Benefit Overpayments and associated costs and penalties. Claims for payment of expenses by the Service Provider in respect of these cases and work associated with them should be submitted to the court for payment as appropriate and the Council will not be liable to pay the Service Provider in respect of these claims.
- 2.06 The Service Provider will provide; staff to deal with enquiries made by the Council and debtors by telephone, fax, e-mail and for personal callers during Mondays to Saturdays (excluding public holidays) from 8.30 am to 5.00pm. Service Provider to uphold same standards for response as Council – to answer telephone within 3 rings, to respond to written correspondence within 5 days and emails within 48 hours
- 2.07 The Service Provider will make staff available to the Council outside the above hours, and at no extra cost, so that Council officers can contact them (this information will not be given to debtors). The information will need to be provided in a schedule containing the staff’s name, mobile and direct telephone lines as well as email addresses.
- 2.08 The Service Provider will provide reports as specified in this specification.
- 2.09 The Service Provider will provide statistical analysis of work outstanding, performance achieved etc, at times and intervals and in the formats referred to in this specification.
- 2.10 The Service Provider will meet with Council officers on a regular basis (at least quarterly and more frequently if required), both at Council offices and the Service Provider’s offices. Ad-hoc meetings (for audit purposes, for instance) may be requested subject to reasonable notice being given. Where appropriate 1/3rd parties may be involved in liaison meetings e.g. Citizen’s Advice Bureau.
- 2.11 The Service Provider must demonstrate that they have processes in place to ensure that payments are recorded accurately and within set time lines to the debtors file. When the Enforcement agent collects a payment, they will provide the customer with a receipt which provides a unique receipt number for the payment collected. The receipt number must also be entered onto the customer’s individual file. The serial numbers of each receipt and paying in book

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should be logged to each enforcement agent so their payments from customers and into the bank account can be identified.

The amount the enforcement agent has paid in should match the total amount of the banking sheet for the cash and cheques. The card company will credit the account for each merchant number and this should match the banking sheet for card payments taken.

The Service Provider must demonstrate that they have processes in place to ensure that enforcement agents attend audit's twice monthly, when the Enforcement agent's receipt books should be checked by ensuring each receipt page has been entered onto the customers file. The receipt number and type of payment taken should be correct and the payment must have been entered onto the file within 2 days of the payment being collected.

Card payments taken over the phone should automatically be entered onto the customers file, with the reference number entered as the vps number which will identify the transaction.

Payments should be paid into the separate contractors client account. Remittances must be run and payments made via BACS or cheque as agreed with the client into the Plymouth City Council's account on a frequency to be agreed with the client but not later than 5 working days from the date of the payment being received.

- 2.12 The Service Provider will submit one electronic daily listings of payments received and paid into the bank account, headed with batch number, date and bank paying-in slip number, and footed by total payments received showing the following details for individual payments:-

- Service Provider reference number
- Council reference number (the sundry debt or housing benefit invoice number)
- name of debtor (as shown on the Council's records)
- amount of the Council debt paid
- amount of fees paid
- total amount paid

These payment listings must be in a format that can be directly imported into the councils' cash receipting system.

Bounced cheques and card recalls should be managed by the Service Provider and not passed back to the client.

- 2.13 The Service Provider will allocate any monies collected in accordance with the Taking Control of Goods (Fees) Regulations
- 2.14 Where other payments are received directly by the Service Provider and made payable to the Service Provider by the debtor, the Service Provider must pay

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the sum in question to the Council as soon as possible after receipt using the same listing as above. The Council will supply bank details to the Service Provider at the start of the contract.

- 2.15 The Service Provider will receipt payments made by debtors using its own receipts that show:-
- The Service Provider name and contact details
 - Amount debt paid
 - Amount of fees paid
 - Total amount paid
 - Method of payment
 - Date received
 - Enforcement agent reference for the case
 - Council reference for the case
 - Name and signature of the person taking payment
 - Name and signature of the person making payment
 - A clear indication of the type of Council debt
- 2.16 The Service Provider will retain copies of receipts for the length of the contract to allow for ad-hoc auditing, and for use in case of query by debtors.
- 2.17 The Service Provider will retain copies of correspondence received from debtors throughout the contract and for a minimum of one calendar year after the expiry of the contract. This must be electronically scanned and available to view via the Service Provider's website
- 2.18 The Service Provider will need to demonstrate that any technology solution is designed and built to open standards of interoperability to allow full and easy integration with existing and any future systems that may be required to link with the proposed solution, including but not limited to:
- Civica Financials
 - Capita Academy
 - Capita Fraud
- 2.19 The Service Provider will provide documents and data files to the Council sorted in the order reasonably specified by the Council.
- 2.20 Subject to relevant information legislation, including the Data Protection Act 1998, the Council must have, throughout the contract period, internet access to the Service Provider's computer system that allows Council staff to view, as a minimum, details for individual Liability Orders that:-
- allows searches to be made by Council account reference, Service Provider reference, linked reference, liability order date and name
 - shows the name, property and correspondence address of debtors
 - shows the original and current amounts outstanding including fees
 - shows action taken and notes made on the case file
 - shows breakdown of individual fees charged

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- shows contact details obtained
- shows employer details obtained
- shows benefit details obtained
- shows vulnerable party indicator
- shows current stage
- shows breakdown of individual payments received whether direct or indirect
- shows if a case is on hold and until when
- shows details of any arrangements
- shows scanned documents linked to the case
- allows access to determined officers to all debts being collected for the Council

For the avoidance of doubt, the Council will not have access to personal information as defined in the Data Protection Act 1998 held by the Service Provider which does not relate to debtors to the Council

- 2.21 The Service Provider will develop direct online/internet access to reports reasonably required by the Council for the purposes of performance management of the contract and for general contract management, within the first calendar year of the contract period.
- 2.22 The Service Provider must specify in the relevant schedule the types of payment it will accept from debtors and include against each entry the fee, if any, they will charge the debtor (note the Council will not pay a fee)
- 2.23 Fees must not be added to the customer's file until the action has taken place.

DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 2.24 The Service Provider shall take all appropriate action to collect the sum due to the Council.
- 2.25 The Service Provider shall at all times comply with:-
- all provisions of the Data Protection Act 1998 and any amendments
 - Local Government Finance Act 1988 and any related regulations
 - Local Government Finance Act 1992 and related regulations
 - Taking Control of Goods National Standards (copy attached)
 - the current Code of Practice as issued by the Civil Enforcement Association
 - any national Code of Practice introduced by the Lord Chancellor/Ministry of Justice
 - Taking Control of Goods Regulations 2013 during the contact period
- 2.26 Appropriate action mentioned in paragraph 2.22 above includes the actions set out in the table below which must be undertaken by the Service Provider within the specified timescales.

The exception to this is urgent cases which will require action within 24 hours.