

**REVENUES SERVICE, RESOURCES DIRECTORATE  
OF THE LONDON BOROUGH OF HARROW**

**CONTRACT FOR BAILIFF SERVICES**

- **COUNCIL TAX AND BUSINESS RATES,**
- **UNPAID PENALTY CHARGES,**
- **HOUSING BENEFIT OVERPAYMENTS,**
- **COMMERCIAL RENTS &**
- **OTHER SUNDRY DEBTS**

**TENDER DOCUMENTS**

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## SECTION A

### INTRODUCTION

The Council invites tenders for the provision of Bailiff Services. This document outlines the service required and the standards expected from the contractor providing a full corporate Bailiff service in respect of Council Tax and Business Rates, unpaid Penalty Charges, Commercial rents, Overpaid Housing Benefit and miscellaneous Sundry Debt recovery.

The contract period will be for three years, commencing 1 October 2012 and thereafter renewable yearly. This option will apply for a maximum of 2 years allowing the Council to extend the contract up to a maximum of 5 years in total. The Council are aiming to appoint two contractors.

The Council's aim is to maximise and front end income, reduce the costs of collection, and retain provision of a quality service.

In accordance with the Local Government Finance Acts 1998 and 1992 (as amended) and accompanying Regulations, the Council will be responsible for obtaining liability orders for unpaid Council Tax and Business Rates. Some of these orders will subsequently be passed to the contractor who will then arrange for their execution.

Likewise, the Council will obtain warrants under the Road Traffic Act 1991 ( RTA) and Traffic Management Act 2004 (TMA) and pass these to the contractor for execution.

Cases will also be passed to the contractor for either distraint or collection where monies are owed to the Council for commercial rent arrears or for unpaid miscellaneous debts.

The closing date for the receipt of tenders is noon on **4<sup>th</sup> June 2012**. The contract decision is expected to be made by 20<sup>th</sup> July 2012.

### BACKGROUND

The London Borough of Harrow is an outer-London Borough with just over 87,000 Council Tax and 5,367 Business Rate properties. In 2012-2013, the average Council Tax (Band D) is £1493.27

Annually, the Council expects to obtain 12,000 Liability Orders, of which:

11,000	Council Tax
1,000	Business Rates

On average the Council issues 8,500 Council Tax and 850 Business Rates Liability Orders to Bailiffs annually.

The Council also takes committal proceedings and in this respect expects to issue some 40-100 warrants of arrest per year [mostly without bail]

Regarding Unpaid Penalty Charges under the RTA and TMA, the Council issues over approximately 105,000 Penalty Charge Notices (PCN's) resulting in some 11,000 warrants being issued for enforcement.

**All work volumes mentioned in this tender are estimates or historical and are to enable Tenders to obtain a view of likely workloads. The Council does not guarantee that successful Tenders will actually be issued with these volumes of work.**

#### INFORMATION FOR TENDERERS

Historically, the Council has used two Bailiff companies on a contractor basis for Council Tax and Business Rates arrears collection, Housing Benefit and other sundry debts, and Unpaid Penalty Charge collection. It is still looking to appoint two companies under this procurement process and it will split the contract between competing companies, initially awarding work on an equal split or any other percentage split the Council may decide upon. However if one company's performance is much higher than the other's, the Council retains the right to vary the percentage of work allocated to the companies up to a 90% / 10% split in favor of the high performing company or any other split the Council may think fit so long as all companies employed receive a minimum of 10% of the work annually. The Council's decision in this regard will be final.

The contractor must quote for the provision of the Services on the basis of it being one of two providers of the Services.

## **SECTION B**

### **1 SPECIFICATION FOR THE PROVISION OF BAILIFF SERVICES Council Tax & Business Rates**

- 1.1 The firm of Bailiffs appointed (“the contractor”) to supply the bailiff services to the London Borough of Harrow (“the Council”) must conform with the following specification.
- 1.2 The contractor must provide services in accordance with the conditions set out in this specification and elsewhere in the ITT.
- 1.3 The contractor’s employees must be familiar with all relevant legislation relating to Council Tax and Business Rates.
- 1.4 The contractor will only employ Bailiffs that have been certificated, and hold current certificates, which the Council can inspect at any reasonable time (except for Housing Benefit and Sundry Debts where Collection Agents provided by the Contractor are not required to be certificated by law).
- 1.5 The contractor 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 Council Tax and Business Rates and associated costs and penalties. Claims for payment of expenses by the contractor 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 contractor in respect of these claims.
- 1.6 The contractor 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 Fridays (excluding public holidays) from 8.30 am to 5.00pm.
- 1.7 The contractor 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.
- 1.8 The contractor will provide reports as specified in this specification.
- 1.9 The contractor will provide statistical analysis of work outstanding, performance achieved etc, at times and intervals and in the formats referred to in this specification.
- 1.10 The contractor will meet with Council officers on a regular basis (at least bi-monthly and more frequently if required), both at Council offices and the contractor’s offices. Ad-hoc meetings (for audit purposes, for instance) may be requested subject to reasonable notice being given. Where appropriate 1/3<sup>rd</sup> parties may be involved in liaison meetings

e.g. Citizen's Advice Bureau

- 1.11 The Contractor 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 Bailiff 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 should be logged to each bailiff so their payments from customers and into the bank account can be identified.

The amount the bailiff 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 Contractor must demonstrate that they have processes in place to ensure that bailiffs attend audit's twice monthly, when the Bailiff'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 London Borough of Harrow'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.

- 1.12 The contractor will submit 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:-
- contractor reference number
  - Council reference number (the Council Tax or Business Rate account reference or any other debt type reference)
  - name of debtor (as shown on the Council's records)
  - amount of the Council debt paid
  - amount of fees paid
  - total amount paid

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

- 1.13 The contractor will allocate any monies collected to Council debt first before retaining any monies in respect of bailiff fees/charges. Payment towards such fees/charges will only occur once the council's liability is discharged in full.

- 1.14 Where other payments are received directly by the contractor and made payable to the contractor by the debtor, the contractor must pay 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 contractor at the start of the contract.
- 1.15 The contractor will receipt payments made by debtors using its own receipts that show:-
- The contractor name and contact details
  - Amount debt paid
  - Amount of fees paid
  - Total amount paid
  - Method of payment
  - Date received
  - Bailiff 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
- 1.17 The contractor 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.
- 1.18 The contractor 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 contractor's website.
- 1.19 Liability Orders will be passed to the contractor, and returned to the Council electronically in the file format and layout to be prescribed by the Council. Note that the contractor will be liable for any software development costs associated with the need to ensure that they can process files in the format and layout the council requires. The current Revenues software used is "Northgate Revenues" software. If the Council changes software supplier for its Council Tax and Business Rates system during the contract term, the contractor may have to amend its software at its own expense.
- 1.20 The contractor will provide documents and data files to the Council sorted in the order reasonably specified by the Council.
- 1.21 Subject to relevant information legislation, including the Data Protection Act 1998, the Council must have, throughout the contract period, internet access to the contractor'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, contractor 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
- 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 contractor which does not relate to debtors to the Council

- 1.22 The contractor 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.
- 1.23 The Contractor 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)
- 1.24 Fees must not be added to the customer's file until the action has taken place.

## DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

### Execution of Liability Orders

- 1.24 When instructed by the Council, to levy distress in respect of Council tax and Business Rates (and any other type of debt within this contract) and attendant costs and penalties, the contractor shall take all appropriate action to collect the sum due to the Council.
- 1.25 The contractor 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
  - Human Rights Act 1998
  - the Council's Code of Practice for Bailiffs
  - 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 during the contact period
- 1.26 Appropriate action mentioned in paragraph 1.24 above includes the actions set out in the table below which must be undertaken by the contractor within the specified

timescales.

The exception to this is urgent cases (in particular large Business Rates debts) which will require action within 24 hours.

<b>Performance Timescales</b>	<b>Business Rates [NDR]</b>	<b>Council Tax</b>
<b>(a) a first request for payment from the debtor.</b> The contractor will contact the debtor as specified below, although the Council would expect, due to the smaller numbers involved, NDR contact action to always be via personal visit	Within 2 working days of the contractor's receipt of the instruction.	Within 6 working days of the contractor's receipt of the instruction
<b>(b) a first visit [or for NDR a second visit] within a guaranteed time from the first request for payment.</b>	Within 10 working days of the contractor's receipt of the instruction	Within 21 working days of the contractor's receipt of the instruction
<b>(c) Visit to remove goods</b>	Within 20 working days of the contractor's receipt of the instruction	Within 35 working days of the contractor's receipt of the instruction
<b>(d) 2<sup>nd</sup> Visit to remove goods</b>	Within 27 working days of the contractor's receipt of the instruction	Within 56 working days of the contractor's receipt of the instruction
<b>(e) Committal/winding up letter</b>	Within 32 working days of the contractor's receipt of the instruction	Within 63 working days of the contractor's receipt of the instruction
<b>(f) Investigative Work</b>	Within 46 working days of the contractor's receipt of the instruction	Within 77 working days of the contractor's receipt of the instruction
<b>(g) Return if unsuccessful</b>	Within 60 working days of the contractor's receipt of the instruction	Within 90 working days of the contractor's receipt of the instruction

<p>NB. It is the Council's intention to from time to time re-issue cases returned by bailiffs to a different bailiff firm</p>	<p>It is the intention of the Council to re-issue all returned instructions to a different contractor if the contractor issued with the original I/o is unsuccessful in collecting the unpaid tax within the period allowed. Contractors will therefore be required to comply fully with the performance standards and proactively return I/o's at the end of the period without request from the Council. Contractors not adhering to this procedure will be issued with no further instructions until all such I/o's [without payment arrangements and over 60 or 90 days] are returned back to the Council.</p>	<p>It is the intention of the Council to re-issue all returned instructions to a different contractor if the contractor issued with the original I/o is unsuccessful in collecting the unpaid tax within the period allowed. Contractors will therefore be required to comply fully with the performance standards and proactively return I/o's at the end of the period without request from the Council. Contractors not adhering to this procedure will be issued with no further instructions until all such I/o's [without payment arrangements and over 60 or 90 days] are returned back to the Council.</p>
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- 1.27 The contractor shall make at least three visits and at least one shall be outside normal working hours (Mondays to Fridays (excluding public holidays) from 8.00 am to 7.00 pm.) but, with regards to Council Tax only, not after 9.00 pm at night.
- 1.28 Where the contractor visits a property and no contact is made with the debtor the contractor must on each visit leave documentary evidence of the call at the debtor's premises and record the visit. Copies of such documents must be held electronically on the debtor's file and uploaded immediately for viewing. It is a requirement of this contract that when visits are carried out documents are not left unless contact has been attempted i.e. knocking on the entrance doors and waiting a reasonable period of time for a debtor to reach the door. The actions taken must be recorded on the debtor file. The contractor must also record the type and colour of the entrance door, and type of lock to evidence their visit to the debtor's property.
- 1.29 Paragraphs 1.27 and 1.28 above apply except where:-
- (a) the debtor has moved from the address provided to the contractor by the Council
  - (b) the debtor has an unresolved dispute as to the liability for the debt
  - (c) an arrangement for payment has been made.

- 1.30 In each case where the debtor disputes liability, the contractor shall contact the Council by telephone or e-mail and take any other appropriate steps to resolve the dispute.
- 1.31 In each case where the dispute cannot be resolved the contractor shall notify the Council in writing or by e-mail of the details of the debtor's claims not later than 5.00 pm on the next working day.
- 1.32 In all cases where the debtor is not at the address supplied by the Council the contractor shall take all reasonable steps to trace the debtor and collect the revenues due to the Council, recording the actions carried out. The contractor's system must enable it to identify debtors previously dealt with and, if liability orders for such debtors have previously been unenforceable for reasons of having moved without trace, bankruptcy, liquidation, death or absconded, the new liability orders must be returned with an appropriate report. The minimum return reasons to be supplied are as per the table below:

<b>Reason for Return</b>	<b>Remarks</b>
Requested by Council	Disputed liability or information from the Council that would suggest the debt is irrecoverable or should not be recovered.  Council has reason to recall warrant – payment arrangement made, issued in error, other
Liabe party deceased	The contractor must obtain a copy of death certificate or other document confirming death
Liabe Party in insolvency	The contractor must obtain details of the insolvency – official receiver details etc, so Council can submit a claim
Liabe Party in prison	Contractor must submit evidence of incarceration
Liabe party moved without trace/ absconded	Contractor must submit investigative reports that lead to this conclusion
New Occupier established	Visits have taken place which confirms the liabe party has now left the property and new details obtained
Liabe Party on Benefits	Visit taken place and established on state benefits of which an attachment can be made and determined most appropriate route e.g. Nulla Bona
Liabe party in Employment	Visit taken place and established employment details of which an attachment can be made and determined most appropriate route e.g nulla bona
Liabe Party is out of jurisdiction	
Insufficient Goods / Nulla Bona	Contractor must submit report on actions taken in attempting to recover debt
No Contact although believed to still be in occupation	Contractor must submit report on actions taken in attempting to contact debtor

Warrant over 60 days [NDR] or 90 days [CTax] and no payment arrangement in place	Returned due to unsuccessful recovery within timescales
Vulnerable Party	Visit taken place and determined that should be treated as vulnerable party and distraint is not appropriate action
Paid in full to client	If fees have been included in payment to the authority and invoice for this must be issued.
End of Contract	
Paid in full to bailiffs	

- 1.33 In each case where the contractor finds a debtor whose personal circumstances or details bring him/her within the categories listed in the Council's Code of Practice for Bailiffs, the contractor shall refer the case to the Council for instructions. This may mean that the case is called back as a different method of recovery is more appropriate. This is to be complied with immediately and if requested any fees incurred should be waived.
- 1.34 The contractor may, without reference to the Council, enter into an arrangement to secure payment of the debt provided the arrangement is for a period of no more than nine months regarding Council Tax and three months in respect of Business Rates. Arrangements for longer periods should be referred to the council for approval. These time periods may vary during the period of the contract.
- 1.35 The contractor will not hold any instruction for a period longer than three months [90 days] except:-
- (a) with written or e-mailed permission in each individual case from the Council
  - (b) where an arrangement to pay exists as previously mentioned.
- 1.36 The contractor shall distraint where 1.33 and 1.34 do not apply on the proviso that distraint would realise the value of at least one liability order that the contractor holds.
- 1.37 The contractor must only use certificated bailiffs (having a current valid certificate) in every case where close possession, walking possession or removal of goods takes place.
- 1.38 The contractor shall at all times observe any special instructions from the Council to levy distress or not, and record the following:-
- (a) details of the special instruction
  - (b) the date and time the special instruction was received
  - (c) the name of the person giving the special instruction.
- 1.39 In all cases passed to the contractor for execution the contractor shall keep records of all telephone calls, letters, e-mails and visits made or received in relation to the debt and include in such records:-
- (a) the name and address of all parties
  - (b) the date and time of contact
  - (c) the content of the correspondence or telephone call, and
  - (d) the result of the contact.

- 1.40 In all cases where the debtor is a company and the contractor is unable to collect the debt due to the Council the contractor shall provide the Council with an up to date record of the company as registered at Companies House, at no charge to the council.
- 1.41 The Council may from time to time take steps to confirm the contractor's records. At such times the contractor shall co-operate with all reasonable requests by the council to provide such confirmation.
- 1.42 All debts due to the Council collected by the contractor shall be passed to the Council in the way specified in this specification or elsewhere in the ITT.
- 1.43 Where the Council instructs the contractor to return a case, the Contractor shall stop all action forthwith and return the instruction and all relevant information within five working days. The format of the returned case shall be as agreed between the parties.
- 1.44 Where it is established via a DVLA check that a levy on vehicle should be removed as it does not belong to the liable party, this must be done immediately and the debtor advised of the reduced fees due

#### Reports

- 1.45 The contractor shall provide regular reports as required by the Council and comply with all reasonable requests for additional reports.
- 1.46 The Contractor will submit reports to the Council by e-mail monthly (at the start of each month, relating to the previous month) in .pdf (Adobe Acrobat) or .xls (Microsoft Excel) formats or any other format as agreed.
- 1.47 The Council requires the following reports:-
- Breakdown by stage of live cases
  - Breakdown by year of outstanding cases and debt
  - Breakdown of live cases by the following;
    - less than 90 days from date of issue to the company,
    - more than 90 days but less than 180,
    - more than 180 days.
  - Summary of total debt received by financial year, broken down by direct payments, indirect payment and fees
  - Cases on hold or being traced with expiry dates
  - Fully paid cases including a % against debt issued (to allow the Council to measure performance)
  - Monthly log of complaints received to include account reference, reason for complaint and date of reply
  - Monthly log of litigation action and progress
  - New vulnerable cases identified on a monthly basis
  - List of cases where distraint has taken place.
  - List of cases where actual removal of goods occurred
  - List of cases still being held and where performance standards set out in 1.26

- not adhered to.
- Any other report the Council may reasonably require to monitor performance

The Contractor must have in place a system to provide a report on the location of any bailiff should a challenge be made that the visit took place.

#### Gone-aways

1.48 The contractor must carry out checks on cases that are “gone-away” and advise the Council what action has been taken to trace the debtor when returning the case to the Council. Written details of the steps taken must be shown on the copy of the returns. Returns must specify the correct return code. If new occupier details are obtained in visits these must be included within the text. A record must be made of what evidence has been seen to verify the current debtor has moved away.

#### Telephone Lines

1.49 The contractor will confirm that both bailiff office fixed lines and the visiting bailiff’s mobile telephone number are given in all literature left with debtors. This is to ensure that all debtors are given the opportunity to talk to an actual bailiff or back office member of staff personally in order to discuss settling the debt.

1.50 The contractor will provide a statement confirming how they will ensure that there will be sufficient systems in place for communication and how they will ensure that adequate telephone lines are available to enable debtors and Council staff to contact them and that all telephone contact can be made at the price of a local call; (excludes calls from a mobile telephone)

1.51 If necessary copies of calls recorded must be made available to the Council in the event of complaints made.

#### Letters and Forms

1.52 The contractor will comply with Council policy on using plain English and access to services in any correspondence subject to the limitations of regulations. Amendments to stationery must be approved and may be driven by avoidable contact and/or complaints as well as changes in policy and regulations.

At the beginning of the contract, any existing forms and letters must be approved before used for Council debtors.

#### Removal and sale of goods

1.53 The contractor shall provide a policy statement relating to sales and shall comply with this policy.

## Future Developments

- 1.54 The Council is currently looking to introduce more automation to the bailiff process including:
- automated bailiff returns
  - online bailiff portal access
  - electronic payment files to include the liability order reference

The Council would be looking for any contactor to support future developments not restricted to the above in working together to develop and implement which could include a proportion of any development cost.

## **2. SPECIFICATION FOR THE EXECUTION OF ARREST WARRANTS AND SERVICE OF STATUTORY NOTICES**

- 2.1 The Council will, on an ad hoc basis, prepare and/or obtain individual arrest warrants,

with or without bail, which will be passed to the contractor for action.

2.2 The contractor must adhere to the service delivery standards set out below relating to the execution of warrants.

2.3 The service delivery standards [times run from receipt by the contractor of request for service/execution]

a] All services – Acknowledge receipt of instructions and execute: **48 hours**.

b] All services - Report with findings: **7 days from date of issue of instructions by the Council**.

2.4 The contractor will confirm execution of “with bail warrants” by ensuring that the debtor and the contractor both sign the relevant part of the warrant and return it to the Council. The contractor will execute “No bail warrants” by arresting the debtor and physically bringing him/her to the Magistrate’s Court and informing both the Court and the Council’s Supervising Officer of this.

2.5 The contractor will report in writing to the Council’s Supervising Officer any relevant findings from the physical visit to the relevant property.

2.6 The contractor will provide a written report on case progress when required but no less than every seven days on outstanding matters.

2.7 The contractor must comply with the general requirements of the Contract Documents in particular but without limitation in relation to making sufficient staff available at all reasonable times and by all reasonable means to answer queries from debtors or the responsible person for the relevant property.

2.8 Additional information regarding the working arrangements on these areas of the service are set out in Section D.

### 3. SPECIFICATION FOR THE PROVISION OF BAILIFF SERVICES Unpaid Penalty Charge collection under Road Traffic Act 1991 and Traffic Management Act 2004

#### GENERAL

- 3.1 The firm of bailiffs appointed (the “Contractor”) when supplying services to the London Borough of Harrow (the “Council”) must conform to this specification.
- 3.2 The Council’s “Authorised Officer” referred to in this specification is the Parking and Enforcement Manager and shall include such other persons as may be nominated by him and notified to the Contractor in writing.
- 3.3 The Contractor must provide services in accordance with the conditions set out in this specification and elsewhere in the ITT.
- 3.4 The contractor’s employees must be familiar and comply with all relevant legislation relating to the Traffic Management Act 2004, the London Local Authorities & Transport for London Act 2003, the London Local Authorities Act 1996 (as amended), and the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993 (as amended).
- 3.5 The Council will issue warrants as and when appropriate under the requirements of the Act and as far as it is possible will adhere to a monthly timetable to guarantee a steady supply of cases.
- 3.6 The contractor will only employ Bailiffs that have been certificated, and hold current certificates, which the Council can inspect at any reasonable time, in the execution of warrants under this specification.
- 3.7 The contractor 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 unpaid penalty charges and associated costs and penalties. Claims for payment of expenses by the contractor 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 contractor in respect of these claims.
- 3.8 The contractor 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 Fridays (excluding public holidays) from 8.30 am to 5.00pm.
- 3.9 The contractor 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.
- 3.10 Warrants will be issued in electronic format. The contractor is required to ensure that its computer systems can accurately input and process the data provided by the Council’s IT provider.
- 3.11 The contractor will be responsible for the production of warrants in paper format to comply with the Lord Chancellor’s enforcement and execution requirements.

- 3.12 The contractor will confirm to the Council the receipt of each warrant. The confirmation shall include the number of warrants in any batch so that the Council may reconcile its records.
- 3.13 The contractor's system must enable it to identify debtors previously dealt with and, if warrants for such debtors have previously been unenforceable for reasons of having moved without trace, bankruptcy, liquidation, death or absconded, the new warrants must be returned with an appropriate report.
- 3.14 The contractor will provide statistical analysis of work outstanding, performance achieved etc, at times and intervals and in the formats referred to in this specification.
- 3.15 The contractor will meet with Council officers on a regular basis (at least bi-monthly and more frequently if required), both at Council offices and the contractor's offices. Ad-hoc meetings (for audit purposes, for instance) may be requested subject to reasonable notice being given.
- 3.16 Payments collected from debtors in respect of debts owed to the Council shall be paid directly into a client bank account daily,
- 3.17 The contractor will submit 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:-
- contractor reference number
  - Council reference number (the unique case reference)
  - name of debtor (as shown on the Council's records)
  - amount of the Council debt paid
  - amount of fees paid
  - type of debt

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

- 3.18 The above listings will be e-mailed to the Council and be in the form of Microsoft Excel spreadsheets or any other format as agreed with the client.
- 3.19 The contractor will allocate any monies collected to Council debt first before retaining any monies in respect of bailiff fees/charges. Payment towards such fees/charges will only occur once the PCN is discharged in full.
- 3.20 In respect of Council's monies the Client expects the contractor to collect the PCN/client outstanding debt in full as the first instalment but the contractor may enter a payment arrangement to allow the debtor time to discharge the fees incurred.
- 3.21 The contractor will receipt payments made by debtors using its own receipts that show:-
- The contractor name and contact details
  - Amount debt paid

- Amount of fees paid
- Total amount paid
- Method of payment
- Date received
- Bailiff reference for the case
- Council reference for the case (PCN)
- 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

- 3.22 The contractor 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.
- 3.23 The contractor will retain copies of correspondence received from debtors for a minimum of one calendar year from the date of receipt. These records must be held electronically and accessible via the website.
- 3.24 Warrant will be passed to the contractor, and returned to the Council electronically in the file format and layout to be prescribed by the Council. Note that the contractor will be liable for any software development costs associated with the need to ensure that they can process files in the format and layout the council requires. The current software used is CIVICA Civil Enforcement. If the Council changes software supplier for its Unpaid Penalty Charges administration during the contract term, the contractor may have to amend its software at its own expense.
- 3.25 The contractor will provide documents and data files to the Council sorted in the order reasonably specified by the council.
- 3.26 Subject to relevant information legislation, including the Data Protection Act 1998, the Council must have, throughout the contract period, internet access to the contractor's computer system that allows council staff to view, as a minimum, details for individual Warrants that:-
- allows searches to be made by Council account reference, PCN reference, contractor reference and name
  - shows the name 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
  - shows contact details obtained
  - shows vulnerable party indicator
  - shows breakdown of individual payments received whether direct or indirect
  - 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 contractor which does not relate to debtors to the Council

- 3.27 The contractor will develop direct 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.
- 3.28 The Contractor must specify in the relevant schedule the types of payment it will accept from debtors and include against each entry any fee which the debtor may be charged for making the payment via that method of payment (note the Council will not pay any fees on behalf of debtor – for example to cover credit card fees/commission):-
- 3.29 The Contractor shall charge the debtor only such fees and charges as are specified in the Regulations and there shall be no charge to the Council for the service (regards both successful or unsuccessful recoveries) except as otherwise agreed by the Authorised Officer in writing in advance.

**DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- 3.30 The contractor is required to carry out enforcement with the minimum of delay. A warrant is valid for one year, however the Council requires the contractor to work generally within a 16 week turnaround period.
- 3.31 When instructed by the Council to levy a warrant in respect of unpaid penalty charge, or charges and costs, the Contractor shall take all appropriate action to collect sums due to London Borough of Harrow.
- 3.32 The Contractor shall at all times comply with:-
  - a. the provisions of the Data Protection Act 1998,
  - b. the Council’s Code of Practice,
  - c. any codes of practice as issued by the Certificated Bailiffs Association and Association of Civil Enforcement Agencies
  - d. any national code of practice introduced by the Lord Chancellor.
- 3.33 At the time of the first request for payment specified in paragraph 3.34 below the Contractor may issue a first letter application instead of visiting.
- 3.34 In paragraph 3.31 above appropriate action includes:

Performance Timescales	Unpaid Charge or Charges & Costs	Penalty

<b>(a) a first request for payment from the debtor.</b> The contractor will contact the debtor as specified	Within 3 working days of the contractor's receipt of the instruction.	This may be a postal request but if so the contractor must clearly specify if this is the case
<b>(b) a first visit within a guaranteed time from the first request for payment.</b>	Within 14 working days of the contractor's receipt of the instruction	
<b>(c) a 2<sup>nd</sup> visit where necessary</b>	Within 21 working days of the contractor's receipt of the instruction	
<b>(d) a 3rd visit where necessary</b>	Within 28 working days of the contractor's receipt of the instruction	Commencement of action to take possession of vehicle or other assets should occur
<b>(e) Investigative Work</b>	Within 40 working days of the contractor's receipt of the instruction	Where within the lifespan of the instruction it is established a person has moved, tracing enquiries to commence  All additional work in attempting to trace debtor in order to be able to enforce warrant.  Continue efforts to recover debt or dispose of assets recovered.
<b>(f) Return of the Warrant back to the Client if unsuccessful</b>	Within 120 working days of the contractor's receipt of the instruction	All unsuccessful warrants must be returned to the Client  The Client may re-issue this warrant to another Contractor
<b>(g) Please confirm the number of automated number plate recognition vehicles [ANPR] held by the company.</b>		
<b>(h) Please confirm that you are able to deploy an ANPR vehicle for a</b>		

<p><b>minimum of 35 hours per week within the London Borough of Harrow.</b></p>		
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- 3.35 The contractor is expected to have suitable automated number plate recognition (ANPR) vehicles and to deploy these regularly within the borough. Additionally, it is expected that the contractor will be required to participate with the council in local enforcement action days at least every three months. This will be done at no cost to the Council.
- 3.36 The Contractor shall make at least three visits where necessary of which at least one shall be outside normal working hours (7 a.m. to 7 p.m. Monday to Saturday) or any time on Sunday. If the Contractor visits the address and no contact is made with the debtor the Contractor must, on each visit, leave documentary evidence of the call at the debtor's premises. The document shall record the date, time, purpose of the visit and contact name/number. It is a requirement of this contract that when visits are carried out documents are not left unless contact has been attempted i.e. knocking on the entrance doors and waiting a reasonable period of time for a debtor to reach the door. The actions taken must be recorded on the debtor file. The contractor must also record the type and colour of the entrance door, and type of lock to evidence their visit to the debtor's property.
- 3.37 Paragraphs 3.35 and 3.36 above apply except where:-
- a. the debtor has moved from the address provided, or
  - b. an arrangement for payment has been made, or
  - c. the amount due has been paid.
- 3.38 In each case where the debtor disputes the warrant the Contractor shall deal with the matter without reference to the Council unless there is a valid legal dispute.
- 3.39 In each case where the Contractor finds the debtor is a person subject to the Council's Code of Practice the Contractor must obtain the permission of the Authorised Officer before removing goods.
- 3.40 The Contractor may, without reference to the Authorised Officer, enter into an arrangement with the debtor to secure payment of the debt provided the arrangement is for a period of not more **than three months and does not include the Council PCN debt**
- 3.41 Arrangements for payment to be made over a longer period will be at the discretion of the Contractor and will relate ONLY to the fees.
- 3.42 The Contractor shall not hold any instruction for a period in excess of four months (120 days) from the date of electronic receipt except:-

- a. with written permission in each case from the Authorised Officer;  
or
  - b. where an arrangement to pay exists under paragraphs 3.40 and 3.41 above.
- 3.43 It is the intention of the Council to re-issue all returned warrants to a different contractor if the contractor issued with the original warrant is unsuccessful in collecting the unpaid PCN within the 120 day period allowed. Contractors will therefore be required to comply fully with paragraph 3.42 and proactively return warrants at the end of the period without request from the Council. Contractors not adhering to this procedure will be issued with no further warrants until all such warrants over 120 days are returned back to the Council.
- 3.44 The Contractor shall distraint where paragraphs 3.39, 3.40 and 3.41 do not apply and where, in the opinion of the Contractor, distraint will result in the debt being cleared.
- 3.45 The Contractor shall ensure that a certificated bailiff is present in every case where close possession, walking possession or removal of goods takes place.
- 3.46 The Contractor shall at all times observe any special instructions from the Authorised Officer to levy or not to levy the warrant and record the following:-
- a. details of the special instructions
  - b. the date and time the special instruction was received, and
  - c. the name of the person giving the special instructions.
- 3.47 In all cases passed to the Contractor for execution the Contractor shall keep records of all letters, faxes, e-mails, telephone calls and visits made or received in relation to the debt and include in such records:-
- a. the names and addresses of all parties
  - b. the date and time of contact
  - c. the content of the correspondence and/or telephone calls, or the outcome of the visits.
- 3.48 In all cases where the debtor is a company and the Contractor is unable to collect the revenue due to the Council, the Contractor shall provide the Authorised Officer with a current record of the company as registered at Companies House.
- 3.49 The Authorised Officer shall at his discretion take steps to confirm the Contractor's records and to audit the work methods of bailiffs. The Contractor shall co-operate with all reasonable requests by the Authorised Officer and shall provide promptly such information and copies of records as required.
- 3.50 All individual revenues due to the Council collected by the Contractor shall be **paid immediately into the bank account. The Contractor will follow the procedure set out in paragraph 3.16 - 3.22 above.** All such payments are to be accompanied by the necessary information to enable identification and reconciliation in a form to be agreed in writing by the Authorised Officer.

3.51 Where the Authorised Officer instructs the Contractor to return a warrant the Contractor shall stop all action forthwith and return the warrant and all relevant information within two working days.

## Reports

3.52 The contractor shall provide regular reports as required by the Council and comply with all reasonable requests for additional reports.

3.53 The Contractor will submit reports to the Council by e-mail monthly (at the start of each month, relating to the previous month) in .pdf (Adobe Acrobat) or .xls (Microsoft Excel) formats

3.54 The Council requires the following reports:-

- Breakdown by stage of live cases
- Breakdown of live cases by the following; less than 60 days from date of issue to the company, more than 60 days but less than 120, more than 120 days.
- Summary of total debt received by financial year, broken down by direct payments, indirect payment and fees.
- Cases on hold or being traced with expiry dates.
- Fully paid cases including a % against debt issued (to allow the Council to measure performance)
- Monthly log of complaints received to include case reference, reason for complaint and date of reply
  - List of cases where distraint has taken place.
  - List of cases where actual removal of goods occurred.
  - List of cases still being held and where performance standards set out in 3.34 not adhered to.
- Any other report the Council may reasonably require to monitor performance

The Contractor shall provide and maintain records to show the details of and action in respect of every individual warrant passed to the Contractor. Such records shall include:-

- Warrant number and global certificate batch number
- Amount of debt
- Date of instruction
- PCN number
- Name and address of debtor
- Details of all correspondence, telephone calls, visits, etc.; including dates, times, identities of Contractor's representatives.
- Financial records of all payments made to the Contractor, including the amount of fees and charges levied.
- Financial records of all payments made to the Council
- Details of enquiries to the Authorised Officer and instructions given by the Authorised Officer.
- Details of all warrants returned to the Council, including date and reason for

return.

### **Gone-aways**

3.55 The contractor must carry out checks on cases that are “gone-away or absconded” and record on the bailiff return what action has been taken to trace the debtor when returning the case to the Council. This will be done at no cost to the Council.

### **Telephone Lines**

3.56 The contractor will confirm that both bailiff office fixed lines and the visiting bailiff’s mobile telephone number are given in all literature left with debtors. This is to ensure that all debtors are given the opportunity to talk to an actual bailiff or back office member of staff personally in order to discuss settling the debt.

3.57 The contractor will provide a statement confirming how they will ensure that there will be sufficient systems in place for communication and how they will ensure that adequate telephone lines are available to enable debtors and Council staff to contact them and that all telephone contact can be made at the price of a local call; (excludes calls from a mobile telephone)

### **Removal and sale of goods**

3.58 The contractor shall provide a policy statement relating to sales and shall comply with this policy.

### **Warrants Return**

3.59 Warrants shall be returned on payment or on non-execution in accordance with the performance standards set out in 3.34 above unless the Council has agreed to an extension. Each non-executed warrant shall be accompanied by a report confirming the efforts made to recover the debt and the reason for non-execution.

3.60 The table below shows the acceptable reasons for returning warrants. Each warrant report must state clearly the reason warrant is being returned.

<b>Reason for Return</b>	<b>Remarks</b>
Requested by Council	Late statutory declaration or information from the Council that would suggest the debt is irrecoverable or should not be recovered.  Council has reason to recall warrant – payment arrangement made, issued in error, other
Keeper deceased	The contractor must obtain a copy of death certificate or other document confirming death

Keeper in liquidation/bankruptcy	The contractor must obtain details of the insolvency – official receiver details etc, so Council can submit a claim
Keeper in prison	Contractor must submit evidence of incarceration
Keeper moved without trace/ absconded	Contractor must submit investigative reports that lead to this conclusion
No contact	Contractor must submit report on actions taken in attempting to contact debtor
Warrant over one year old	It is not lawful to attempt to execute the warrant if over 12 months old
End of Contract	
Paid in full	

**4. SPECIFICATION FOR THE PROVISION OF BAILIFF SERVICES  
Commercial Rents & Sundry Debtor Collection**

- 4.1 In addition to the two main specifications, the contractor may be required to undertake revenue collection services in respect of a) Commercial Rents, b) Housing Benefit Overpayments, c) outstanding rental charges for garages and car parking where licenses have been terminated on council owned housing estates as well as collection of tenant arrears and the execution of bailiff warrants, and d) miscellaneous sundry debts including Building Regulations inspection charges, miscellaneous sundry debts including unpaid planning fees, community infrastructure levy charges as well as unpaid licensing, library and other fees.
- 4.2 For these services, the contractor will charge the Council the amounts set out in the pricing schedule form submitted under schedule 2 of the ITT.

## SECTION C

### CHARGES IMPOSED ON DEBTORS

The Tenderer must state below details of all charges to be imposed upon the debtor over and above the letter and scale levy fees laid down by any of the following:-

Local Government Finance Act 1988 and related regulations

Local Government Finance Act 1992 and related regulations

Road Traffic Act 1991

Traffic Management Act 2004

Landlord & Tenant Act

Other relevant legislation to the work areas

Any scales of fees and directions made by the Lord Chancellors' Department.

Apart from specific prescribed statutory fees, any fee that may additionally be charged under the legislation as "reasonable fees", **if not detailed in this part will not be charged to the debtors** with the exception of auctioneer's fees for the sale and/or storage of goods and disbursements in securing property, which the tenderer may have no control over.

As part of our evaluation of any tender submissions, Harrow is also taking on board the proposed fee structure review set out by the Ministry of Justice and would expect bailiffs to have charges within the ranges suggested in the consultation documents.

<b>BAILIFF CHARGES TO DEBTOR UNDER REASONABLE FEES &amp; CHARGES LEGISLATION</b>	<b>FEE THAT CONTRACTOR INTENDS CHARGING DEBTOR [IN £ ]</b>
<b>FOR COUNCIL TAX</b>	
Van fees	
Waiting Time / loading Charges – 1st Half Hour or part thereof	
Charges per hour or part thereof for subsequent periods after first 30 minutes	
Arrangement fees	
Personal Collection of payment fees	
Other	
Other	

<b>FOR BUSINESS RATES</b>	
Van fees	
Waiting Time / loading Charges – 1st Half Hour or part thereof	
Charges per hour or part thereof for subsequent periods after first 30 minutes	
Arrangement fees	
Bounced payment administration fee	
Personal Collection of payment fees	
Other	
Other	
<b>UNPAID PENALTY NOTICES [RTA &amp; TMA]</b>	
Bailiff 1 <sup>st</sup> visit charge Bailiff 2 <sup>nd</sup> visit charge	
Clamping vehicle & unclamping	
Towing vehicle away & first night in car pound	
Subsequent daily charges for vehicle storage	
Van fees	
Waiting Time / loading van Charges – 1st Half Hour or part thereof	
Charges per hour or part thereof for subsequent periods after first 30 minutes	
Arrangement fees	

Bounced cheque Administration fee	
Personal Collection of payment fees	
Other	
Other	

Payment Method Options Given to Debtors and Fees charged if Any

Please provide the types of payment the contractor will accept from the debtor.

Please specify any fees charged to the debtor in accordance with paragraph 1.23 of section B [Specification] of this tender.

With regards to the other specifications within the tender, and specifically regarding sundry debts, commercial rents, Housing Benefit Overpayments and unpaid Parking Charges, any costs incurred by the company due to the debtor using a specific payment method will be catered for within the percentage fees / charges set out in the pricing schedule. Where the charge is allowed to be recovered under reasonable costs, then the charge must be to the debtor and must not exceed the actual cost incurred by the contractor.

<b>PAYMENT TYPES</b>	<b>Fees charged - % or fixed sum in £'s</b>
Credit Card	
Debit Card	
Cash	
Cheque	
Other	
Other	

**The Council reserve the right to renegotiate fees to achieve parity between contractors. The Council reserves the right to utilize the lowest contractor fee across all contractor as a default fee for all contractors employed.**

Please provide details of any fees that would be charged in the event of the authority requesting the debt be returned for any of the following reasons:

Return Reason	Council Tax	Business Rates
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Deceased		
Insolvent		
No Trace		
Our Error		
Not Liable		
Vulnerable party		
Other Please specify		

**SECTION D**

## **ADDITIONAL INFORMATION REGARDING ARREST WARRANTS AND SERVICE OF NOTICES .**

### **Arrest Warrants**

#### **Procedural / System Requirements**

Subject to strict compliance with relevant legislation the contractor shall arrest defaulting Council Tax and NNDR taxpayers on behalf of the Council where the Magistrates Court directs an arrest warrant to the Contractor.

The warrants shall be executable anywhere in England and Wales.

At the time of the arrest if a medical condition is established for which medication is needed, the contractor shall take steps to ensure that appropriate medication is available to the debtor following arrest.

If the arrest is likely to aggravate an existing medical condition, the contractor must contact the Council's Supervising Officer for further advice before proceeding with the arrest.

The contractor shall indicate any medical training that they have had or any other experience that is relevant to this role.

Arrest warrants with bail must be executed at least one week prior to the court hearing date mentioned on the warrant.

Arrest warrants without bail must be executed on the day of the court hearing unless agreed to the contrary by the Council's Supervising Officer. Where it appears on a no bail warrant that a debtor cannot be arrested to coincide with the date of the court hearing, the Contractor shall advise the Council of its arrangements for detaining the debtor for hearing on the scheduled court date.

Where an arrest has been made under a warrant issued without bail, the contractor shall ensure that it is available to give evidence on behalf of the Council if requested by the Council's Supervising Officer.

The contractor shall ensure that where a debtor is bailed to attend court, that the bail notice is signed by the debtor and made available to the Council for presentation to the court at least 48 hours before the day of the hearing.

A debtor shall normally be arrested on a bail warrant at any time between 6.00 a.m. and 9.00 p.m. although it is accepted that this may not always be possible. Where an arrest under these circumstances is required outside of the normal hours, the contractor shall arrange this with the Council's Supervising Officer.

A debtor shall not be arrested under a no bail warrant and removed from their home where they are the only adult present and a child or children under the age of 18 is/are present. In such circumstances, the contractor must contact the Council's Supervising Officer for advice before proceeding further.

A debtor shall not be arrested under a no bail warrant where they are within one or more of the following categories unless agreed to the contrary by the Council's Supervising Officer.

1. The taxpayers physical or mental disability or understanding of the English language means that they cannot defend themselves, in which case support should be found
2. The taxpayers understands the proceedings but there are extenuating circumstances e.g.
  - a) The taxpayer or a member of his/her immediate family has a long term serious illness
  - b) There has been a recent bereavement in the taxpayers immediate family
  - c) The taxpayer is a single parent on a low income

The Contractor shall ensure that it acts in a reasonable and lawful manner and at all times with due regard to the health and safety and welfare of the debtor being arrested and any other members of the public who may be affected by the provision of the services under this Contract

## **Payments**

Where full payment is tendered to the contractor, the contractor shall not arrest the debtor and shall provide a receipt to the debtor showing the following minimum information and notify the Council within one working day of the payment received.

- Date paid;
- Amount paid;
- Method of payment;
- Receipt number;
- Name of person receiving payment.
- Name of person making payment
- Council Tax / NNDR Account number, name and address

The Contractor must retain a copy of the receipt for presentation to the Council's Supervising Officer, if so requested.

Payment may only be accepted in the form of cash, bankers draft, building society cheque and debit/credit card for a no bail warrant.

Payment by cheque may be accepted for a bail warrant although the debtor must still sign the warrant and they must be advised that they will need to attend court if their payment is

rejected.

The contractor must provide the Council with the payment within one working day of it being obtained.

The Contractor shall advise the Council of its procedures and security measures for holding cash collected under this Contract to ensure its security and the safety of staff employed under this Contract.

### **Visits**

The Contractor shall make at least three visits at different times and on different days to arrest a debtor. The timing of the visits will be based upon the circumstances of the debtor so as to maximise the opportunity of success in executing a warrant.

### **Warrant Procedures**

The Council will ask the contractor to pick up arrest warrants within three working days of the court hearing at which they were granted.

Where an arrest warrant is re-dated, the Council will notify the contractor of the new date within two working days of the court hearing.

Where there is a dispute regarding the amount of the debt owing to the Council, the contractor shall contact the Council immediately for advice before leaving the property concerned.

The contractor shall at all times act in a reasonable manner and always in accordance with the law.

Where the contractor has reason to believe that a breach of the peace may occur, it must notify the local police force accordingly for assistance and wherever possible, inform the Council's Supervising Officer of the situation prior to attending the property.

The contractor will adhere to dates already notified to the contractor by the Council's supervising officer, in accordance with the court timetable.

### **Statistics / Records**

The contractor must compile and maintain statistical records of the following:

- Number of warrants given to them by the Council with bail and without bail for each calendar month of the year.
- Number returned to the Council successfully executed
- Number returned to the Council unexecuted
- Number where payment made in full.

- Number where debtor could not be traced / contacted in the agreed visit period.
- Number of visits made for each warrant type (i.e. First and Second, etc)

The contractor must provide such records to the Council within ten working days of the end of each calendar month.

Additionally, the contractor must maintain a report log of all events regarding each individual case and submit this to the Council within two working days of a warrant being executed, or on the day of execution if the warrant is a “no bail” one.

### Arrest Warrants – General

Warrants must only be signed by the debtor named on the warrant. The contractor must take all reasonable steps to establish the identity of the debtor

The contractor must return any warrants to the Council’s Supervising Officer within two working days of request

The contractor shall ensure that it gives to the Council a report of all actions taken to date on arrest warrants that remain unactioned and need re-dating at least two working days prior to the court hearing for presentation to the court .

If the contractor’s staff have to attend Court in a witness capacity, the contractor shall, if so required, make the relevant employee available for attendance.

Access to the contractor’s website to view cases on Arrest Warrants

**SCHEDULE 1 TENDER PRICING FORMS**

FOR BOTH PARTS OF THE SERVICE AND 100% OF THE SERVICE

MAIN CONTRACT AREAS

<b>WORK AREA</b>	<b>CHARGES TO HARROW</b> excl VAT
<b>EXECUTION OF LIABILITY ORDERS COUNCIL TAX &amp; BUSINESS RATES</b>	
<p>Execution of L/O's</p> <p>There will be no cost to the Council for the service based on fixed monthly charges or charges per case. Tenderers to confirm this in the space opposite.</p>	
<p>Please state any additional charges to the Council. Charges to the Debtors are dealt with elsewhere and you do not have to disclose those here.</p> <p>Tenderers to confirm this in the space opposite.</p>	
<p>There will be no cost to the Council for instructions returned as being:-</p> <ul style="list-style-type: none"> <li>a) Nulla Bona</li> <li>b) At the Council's request</li> <li>c) By reason of the Council's code of collection</li> <li>d) Any other reason</li> </ul> <p>Tenderers to confirm this in the space opposite.</p>	
<b>UNPAID PENALTY CHARGE NOTICES</b>	
Execution of Warrants under RTA and TMA	

<p>There will be no cost to the Council for the service based on fixed monthly charges or charges per case. Tenderers to confirm this in the space opposite.</p>	
<p>Please state any additional charges to the Council. Charges to the Debtors are dealt with elsewhere and you do not have to disclose those here.</p>	
<p>There will be no cost to the Council for instructions returned as being:-  e) Nulla Bona  f) At the Council's request  g) By reason of the Council's code of collection  h) Any other reason</p> <p>Tenderers to confirm this in the space opposite.</p>	
<p><b>UNPAID COMMERCIAL RENTS</b></p>	
<p>Execution of Landlord's rights – Recovery of Unpaid Commercial Rents &amp; other actions</p>	<p>in the majority of the Council's leases there will be clauses making the tenant liable for rent collection and legal action costs. Where this is the case it is anticipated that the relevant costs will be payable by the tenant. Where no such clauses exist, the Council will pay the relevant fees/charges.</p>
<p>There will be no cost to the Council for instructions returned as being:-  i) Nulla Bona  j) At the Council's request  k) By reason of the Council's code of collection  l) Any other reason</p> <p>Tenderers to confirm this in the space opposite.</p>	
<p>To bring about a forfeiture at commercial premises plus disbursements; i.e. locksmiths, boarding up premises or on site security.</p>	
<p>To attend premises, taking possession on behalf of landlord from a representative of the County Court or High Court to include making</p>	

an inventory of the goods on the premises, plus disbursements, i.e. locksmiths, boarding, or on site security.	
To dispose of goods remaining on premises charged at an hourly rate as indicated opposite.	
To recover rental arrears by Common Law Distraint.  [If charges are other than fixed fee, please state percentage, sliding scale etc]	
Cost of preparing sworn Affidavit to confirm service	
Cost of preparing witness statements	
<b>SERVICE OF STATUTORY NOTICES</b>	
The contractor must state the cost of serving notices for the following:-  Successful Personal Service	
Unsuccessful Personal Service but effective Postal Service	
Unsuccessful Service [Personal or otherwise]	
Cost of preparing sworn Affidavit to confirm service	
Please state any additional charges	
<b>ARREST WARRANTS WITH &amp; WITHOUT BAIL</b>	
The Contractor shall provide details setting out the costs that will be chargeable to the Council for arrest warrants WITH BAIL within Council's administrative area.	
The Contractor shall provide details setting out the costs that will be chargeable to the Council	

for arrest warrants WITHOUT BAIL within Council's administrative area.	
The Contractor shall provide details setting out the costs that will be chargeable to the Council for arrest warrants WITH BAIL OUTSIDE Council's administrative area.	
The Contractor shall provide details setting out the costs that will be chargeable to the Council for arrest warrants WITHOUT BAIL OUTSIDE Council's administrative area.	
The Contractor shall also set out the costs that will be charged [if any] for unsuccessful execution and charges for escorting arrested debtors, and any waiting time costs that may be charged.	

ADDITIONAL WORK AREAS

	<b>Percentage to be charged by</b>
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<b>WORK AREA</b>	<b>Contractor &amp; CAP / Maximum charge if applicable.</b>
<b>HOUSING BENEFIT OVERPAYMENTS COLLECTION</b>	
Debt collection on amounts up to £500	
Debt collection on amounts in excess of £500 but less than £1,000	
Debt collection on amounts in excess of £1,000 but less than £10,000	
Debt collection on amounts in excess of £10,000	
<p>NB. The contractor is to stipulate the percentage to be charged on recovered monies for debt values within each of the above bands.</p> <p>If the contractor operates a capping system where the percentage charged does not apply to monies recovered over the cap, or a maximum charge within the band over which no additional costs are charged to the Council once the maximum cost is reached, then the percentage, cap value and maximum charge must be shown in the table above.</p> <p>If charges are variable on monies recovered between the different bands [for example 10% may be charged on all monies recovered up to £250 then 5% charged on monies recovered between £250 &amp; £500, etc, then the applicable scales of fees must be set out and explained.</p> <p>This schedule of fees also assumes that no charge will be made where no recovery occurs. If this is not the case, then you must set out below your charge for administering unsuccessful recoveries.</p>	
Administration charge for unsuccessful recoveries . [If set amount please state amount	

in pounds sterling. [If a percentage of debt passed to contractor, please state percentage that will be charged and any caps that may apply].	
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<b>WORK AREA</b>	<b>Percentage to be charged by Contractor &amp; CAP / Maximum charge if applicable.</b>
<b>SUNDRY DEBTS including Planning, Building Control, Licensing &amp; Library fees as well as Miscellaneous Housing Charges &amp; Others</b>	
Debt collection on amounts up to £500	
Debt collection on amounts in excess of £500 but less than £1,000	
Debt collection on amounts in excess of £1,000 but less than £10,000	
Debt collection on amounts in excess of £10,000	
<p>NB. The contractor is to stipulate the percentage to be charged on recovered monies for debt values within each of the above bands.</p> <p>If the contractor operates a capping system where the percentage charged does not apply to monies recovered over the cap, or a maximum charge within the band over which no additional costs are charged to the client once the maximum amount is reached, then the percentage, cap value and maximum charge must be shown in the table above.</p> <p>If charges are variable on monies recovered between the different bands [for example 10% may be charged on all monies recovered up to £250 then 5% charged on monies recovered between £250 &amp; £500, etc, then the applicable scales of fees must be set out and explained.</p>	

<p>This schedule of fees also assumes that no charge will be made where no recovery occurs. If this is not the case, then you must set out below your charge for administering unsuccessful recoveries.</p>	
<p>Administration charge for unsuccessful recoveries . [If set amount please state amount in pounds sterling. [If a percentage of debt passed to contractor, please state percentage that will be charged and any caps that may apply].</p>	
<p><b>WORK AREA</b></p> <p><b>Community Infrastructure Levy</b></p>	<p><b>Percentage to be charged by Contractor &amp; CAP / Maximum charge if applicable.</b></p>
<p>It is anticipated that this debt will be collected via a liability order system similar to business rates. The client and contractor will negotiate either a percentage fee or a fee retention compensation scheme once the full details are available.</p>	<p><b>Confirmation is required from Contractor that they will enter into negotiations in this area</b></p>

Sharing of Fees with the Council

The Council recognises that the contract, as a corporate contract, is an extremely attractive contract with the potential to raise several million pounds in fees over its lifespan. The Tenderer may therefore propose options for the Services, for example a tenderer may want to

reinvest a percentage of the annual fees collected on developing the service further, or paying the Council a percentage of the gross fees collected.

Subject to meeting the threshold on the ITT stage the below funding proposals will be considered at individual meetings to take place on either the morning of 26<sup>th</sup> June 2012 or afternoon of 28<sup>th</sup> June 2012. You will need to complete the initial proposals below and following the meeting you will be given an opportunity to resubmit your offer.

FUNDING PROPOSALS	Fixed annual sum funding in £ or % of Fees to be paid to the Council
<p>Under Council Tax (Administration and Enforcement) Regulations 1992 and Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989, contractors are allowed to raise bailiff fees and charges on behalf of the local authority. Please note that this tender will allow a maximum of 95% of such gross fees &amp; charges to be kept by the contractors (the percentage to be agreed through negotiation prior to the award of the contract).</p>	<p>£ _____</p>
<p>Under the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993, a bailiff can apply the reasonable costs and charges of attending to levy, or attending to remove goods and by law will be entitled to those fees. In this respect please note that it is the intention of this tender to allow the local authority to charge any contractor appointed an administration fee for transferring PCN warrants electronically to the contractor equivalent to a minimum of 5% their annual gross fees actually collected (the percentage to be agreed through negotiation prior to the award of the contract).</p>	<p>_____ %</p>

**SCHEDULE 2**

**CODE OF PRACTICE FOR BAILIFFS**

**Bailiff Code of Practice**

The Contractor, its staff and any self-employed contractor 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.

Removal of goods will 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 be registered under the Data Protection 1998.

The Contractor must not sub-contract any of the work covered by this Contract, except with the Council's 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 Council and the Contractor will ensure that the Contractor's staff receive sufficient training to be able to advise taxpayer's concerning basic Council Tax and Business Rates generally.

The Contractor should be able to advise taxpayers where they can obtain debt advise services. The Contractor will comply with any instructions given by the Council's Revenues Service Manager and Divisional Director of Collections & Housing Benefits.

### 3. Appointment and Training of Bailiffs

The Contractor will comply with its recruitment procedure as included with its tender submission and in particular their procedure for ensuring that staff recruited are fit and proper persons to act as Bailiffs or account handlers.

All Bailiffs employed on the Contract must hold a current County Court Certificate and be Bonded for the amount specified by the Courts.

All Bailiffs must have received a minimum standard of training at the commencement of their employment and be able to demonstrate continuous on- going training to maintain

their competence.

All Bailiffs working on this contract must be [or have been] subjected to a level 3 CRB [Criminal Records Bureau] check.

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 identity (in the form of an identity card, which includes a photograph) and written confirmation that he/she has been instructed by the London Borough of Harrow to recover arrears.

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

Bailiffs directly engaged to enforce distress must not have been previously been convicted of any (unspent) criminal offences or any offence involving fraud, dishonesty or violence or have any current County or High Court Judgements made against them.

#### 4. Information to Debtors

All standard letters/forms issued by the Bailiff Company must be legally correct and written in plain English. The name of the bailiff who has attended premises should be made clear on all documentation left with the taxpayer. 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 taxpayer, and to the Council if requested.

The contact telephone numbers of Council staff and hours of business should be known by or made available to 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 1998.

The Contractor must not sell or exchange any information relating to the taxpayer, or information relating to the business of the Council.

Bailiffs must take reasonable steps to ensure that they are speaking directly to the debtor before identifying themselves.

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

#### 6. Means of Communication

The Bailiff Company 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 taxpayers 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 Bailiff Company 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 taxpayer 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 in some circumstances, as advised by the LGO, where:

1. the persons physical or mental disability or understanding of the English language mean they cannot defend themselves (find them support)
2. They understand the proceedings but there are extenuating circumstances eg;
  - The taxpayer or a member of his/her close family has a long term serious illness
  - There has been a recent bereavement in the taxpayer's immediate family
  - The taxpayer is a single parent on low income

Where the Contractor is satisfied that the taxpayer falls in one of these categories special care should be taken to ensure that the taxpayer 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 Bailiff action or removal of goods would not be the proper course.

The Contractor is authorised to agree instalment payments on behalf of the Council. There must be no charge for setting up any initial 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 whether the taxpayer 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 should ask to see the taxpayer. The bailiff should not discuss the case with the minor (appear under 12)

Any documentation should be left in a sealed envelope, marked private and confidential.

No entry to premises will normally be attempted before 7.00 am or after 10.00pm.

Before levying distress, the Contractor will ensure that the goods concerned actually belong to the taxpayer.

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

Goods should be proportional to the value of the debt

## 9. Contractor's Charges

The Contractor's charges must not exceed such sums as are set out in this contract or provided for in the legislation.

## 10. Removal and Sale of Goods

The Contractor will comply with its policy relating to sales, as included with their tender submission.

The Contractor will take all steps possible to obtain the best price at any auction. The Contractor should 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 taxpayer of the place and time of sale, and the price achieved for each item that has been sold. In addition all costs must be accounted for and the taxpayer 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 Council 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.

## 12. Liaison

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

# **CONTRACT FOR BAILIFF SERVICES - CONTRACT SPECIFICATION**

**January 2012**

END SHEET FOR DOCUMENT