

NOTICE OF MEETING

CABINET MEMBER SIGNING

**Monday, 17th February, 2025, 10.00 am - George Meehan House ,
294 High Road Wood Green N22 8JZ (watch the live meeting [here](#),
watch the recording [here](#))**

Councillor: Dana Carlin

Co-optees/Non Voting Members:

Quorum: 3

1. FILMING AT MEETINGS

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on. By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The Chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

2. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

3. URGENT BUSINESS

The Chair will consider the admission of any late items of Urgent Business. (Late items of Urgent Business will be considered under the agenda item where they appear).

4. DECLARATIONS OF INTEREST

A member with a disclosable pecuniary interest or a prejudicial interest in a

matter who attends a meeting of the authority at which the matter is considered:

(i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and

(ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

5. DEPUTATIONS / PETITIONS / QUESTIONS

To consider any requests received in accordance with Standing Orders.

6. TOXICOLOGY SERVICES (PAGES 1 - 14)

7. ENFORCEMENT AGENTS (PAGES 15 - 40)

8. EXCLUSION OF THE PRESS AND PUBLIC

Item 9 is likely to be subject to a motion to exclude the press and public from the meeting as *it contains* exempt information as defined in Section 100a of the Local Government Act 1972 (as amended by Section 12A of the Local Government Act 1985); paras 3 and 5, namely information relating to the financial or business affairs of any particular person (including the authority holding that information) and information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.

9. EXEMPT REPORT - TOXICOLOGY SERVICES (PAGES 41 - 44)

Ayshe Simsek, Democratic Services and Scrutiny Manager
Tel – 020 8489 2929
Fax – 020 8881 5218
Email: ayshe.simsek@haringey.gov.uk

Fiona Alderman
Head of Legal & Governance (Monitoring Officer)
George Meehan House, 294 High Road, Wood Green, N22 8JZ

Friday, 07 February 2025

This page is intentionally left blank

DECISION REPORT

Report for **Cabinet Member signing**

Item number:

Title: **Award of a 4-year for toxicology testing on behalf of the Coroners at the North London Coroner's Court**

Report authorised by: **Jess Crow**

Lead Officer: **Fiona Alderman**

Ward(s) affected: **n/a**

**Report for Key/
Non Key Decision:** **n/a**

1. Describe the issue under consideration

- 1.1 This report seeks approval for the award of a contract for the provision of toxicological testing services on behalf of the Coroners at North London Coroner's Court, as set out in Appendix A (the procurement specification).
- 1.2 This is a very specialised service for the testing of blood for the presence of drugs and alcohol in cases where a post mortem examination has been held in order to establish the cause of death of the deceased. Approximately 1,800 post mortems are carried out each year for the North London Coroners of which approximately 350-400 require toxicological analysis.

2. Cabinet Member Introduction

n/a

3. Recommendations

- 3.1 It is recommended that Cabinet Member for Finance and Corporate Services approves the award of a four-year contract for toxicological testing on behalf of the Coroners at the North London Coroner's Court, to the supplier with the highest scored bid. The recommended total aggregate value of the contract is £568,531 to allow for contingency (details set out in Part B of the report).

4. Reasons for decision

- 4.1 Toxicology testing is a critical element of a pathologist examination report into a possible cause of death required by the Coroner.
- 4.2 The current contract comes to an end on the 4th May 2025.

- 4.2 Sheffield Teaching Hospital NHS Trust provided the most economical advantageous tender to the Council.

5. Alternative options considered

- 5.1 Do nothing: the council is statutorily required to provide this service. The current contract expires on the 4th May 2025 and a new one must be put in place.
- 5.2 Extend current contract: the extension clause on the current contract has been used and in the light of good governance we cannot extend any further.
- 5.3 Carry out competitive tendering process: this will be the best option to follow to ensure an ongoing competitive service on both quality and price and to ensure an open competitive procurement process.

6 Background information

- 6.1 Under the provisions of the Coroners and Justice Act 2009 Local Authorities are responsible for funding all aspects of the local coroner service. Where a Coroner area spans more than one local authority, one of those authorities is known as the 'Relevant Authority'.
- 6.2 The London Borough of Haringey as the Relevant Authority for the North London coroner jurisdiction invited Tenders for the provision of Toxicology Services. The current contract ends on the 4th May 2025.
- 6.3 A Coroner can ask a pathologist to conduct an examination to establish the cause of death. As part of that examination the pathologist may request that samples taken are submitted for toxicology analysis. The finding of the analytical tests is included in a report to the Coroner. Such analyses involves the safe and secure collection of samples as well as, detection, identification and quantification of toxicologically relevant substances.
- 6.4 This Open Tender was published on the councils procurement portal on the 9th September 2024. At close of tender on the 8th October 2024, 3 responses were submitted.
- 6.5 A moderation panel convened on the 5th November 2024 to evaluate the received bids. The assessment criteria were evenly split between price and quality, each constituting 50% of the total evaluation each. After a thorough review process, Bidder A emerged as the supplier with the highest final score, indicating a balanced offering that met the procurement objectives in terms of cost-efficiency and service quality. The final scores were as follows:

Table 1 Overall Bidder Scores

Organisation	Quality Score %	Price %	Overall Score	Ranking
Bidder 1	31	50	81	1 st
Bidder 2	30.31	25	55.31	2 nd

Bidder 3	32.91	19	51.91	3 rd
----------	-------	----	-------	-----------------

- 6.6 The Method Statement template can be found at Appendix B and the Pricing template can be found in the Part 2, report Appendix C.

7 Contribution to the Corporate Delivery Plan 2022-2024 High level Strategic outcomes’?

- 7.1 This contract is not directly related to the high-level strategic outcomes of the Corporate Delivery Plan 2022-2024. Its primary objective is to fulfil the Council's obligations under the Coroners and Justice Act 2009 and to ensure the coroners have the necessary toxicological testing services at their disposal to be able to establish the cause of death in those cases where a death certificate was not initially available, or acceptable to HM Coroner.

8 Carbon and Climate Change

- 8.1 This contract is addressing the immediate needs within the coronial system rather than proactive environmental strategies and it aims to ensure that the Council meets its legal responsibilities in supporting coroners, which, although important, operates independently of the initiatives aimed at reducing carbon footprint and addressing climate change.

9. Statutory Officers comments (Director of Finance (including procurement), Assistant Director of Legal & Governance (Monitoring Officer), Equalities)

9.1 Strategic Procurement Comments

Strategic Procurement have been consulted in the preparation of this report. A procurement process compliant with CSO 9.01.2a), open tender process, was completed and led by Strategic Procurement. CSO 9.07.1d) requires that all contracts with a value greater than £500,000 may only be awarded by the Cabinet. Strategic Procurement support the recommendations in section 3 of this report.

9.2 Finance Comments

The cost of this four-year contract award for the provision of toxicological testing services on behalf of the Coroners at North London Coroner's Court is estimated to be £568,531 (including a 25% contingency to cover possible increases in future demand) which will be funded from the Coroners Service revenue budget. Costs are shared between the five boroughs of the North London jurisdiction on a per capita basis. Haringey's 17.3% share is £98,356.

9.3 Legal Comments

- 9.3.1 The Assistant Director for Legal and Governance (Monitoring Officer) has been consulted in the preparation of this report.

- 9.3.2 Strategic Procurement has confirmed that a compliant procurement process in line with the Council's CSO 9.01.2(a) was carried out in relation to the procurement of the contract which approval to award is sought in the report.
- 9.3.3 Pursuant to the provisions of the Council's CSO 9.07.1(d), Cabinet may approve the award of a contract where the value of the variation is £500,000 or more.
- 9.3.4 Pursuant to the provisions of the Council's CSO 16.02, the Leader may allocate a decision reserved for Cabinet to the Cabinet Member having the relevant portfolio responsibilities and as such the recommendation in paragraph 3.1 of the report to seek approval from the Cabinet Member for Finance and Corporate Services to award the contract is in line with the provisions of the Council's CSO provided that such a decision has been allocated to the Cabinet member by the Leader.
- 9.3.5 The Assistant Director for Legal and Governance (Monitoring Officer) sees no legal reasons preventing the approval of the recommendation in the report.

9.4 Equalities Comments

None Sought. The service is provided to all and helping to establish a cause of death shows the service providers ability to meet community needs. The award of the contract does not change the service provided to the community.

10. Use of Appendices

Appendix A – contract specification

10. Local Government (Access to Information) Act 1985

n/a

Service Specification - Toxicology

1. Background

- 1.1 Haringey Council (the Council) is the lead Authority for the London North Coroners' Jurisdiction, which covers the population of Barnet, Brent, Enfield, Haringey and Harrow. The Council is responsible for meeting all the costs of the service and for arranging a toxicology service to support the needs of the Senior Coroner (the Coroner).
- 1.2 The Coroner is required in some circumstances to establish the cause of a person's death. The Coroner will ask a pathologist to conduct an examination to establish the cause of death, as part of that examination the pathologist may request that samples taken at examination are submitted for toxicological analysis.
- 1.3 Toxicological analysis involves the detection, identification and quantification of toxicologically relevant substances and the interpretation of the results, to assist with determining the cause of death.
- 1.4 The provision of an effective toxicology service supports the Coroner's compliance with the Coroners and Justice Act 2009 (the 2009 Act), the Coroners (Investigation) Regulations 2013 and the Coroners (Inquest Rules) 2013 and the Council's continual commitment to bereaved families.
- 1.5 The service provider will be responsible for providing appropriate laboratory services on behalf of the Coroner and will be expected to operate to the highest professional standards, maintaining the integrity of test results, reports and comprehensive analysis.

2. Defining the need

- 2.1 The Service Provider will provide all year-round toxicology analysis and reports service.
- 2.2 1,739 post mortem examinations (PME's) were carried out in 2023 within the jurisdiction, with approximately 22% having toxicology analysis carried out which includes general screens together with a varying number of specific screens.
- 2.3 The Coroner also has a responsibility to act in incidents resulting in mass fatalities. In such cases the service provider must be able to respond and support high volume processing in emergency situations. The service provider shall support any out of hours processing in urgent situations.

3. Specification

The Service Provider will:

- 3.1 Be required to analyse tissue and body fluids obtained during PME for the detection of substances, and assist the Coroner to investigate sudden unexpected deaths in accordance with the 2009 Act.
- 3.2 Engage in an iterative process with the Coroner and his officers, staff and pathologists as the investigation progresses in order to make the most effective use of samples and resources in order to establish cause of death.
- 3.3 Supply suitable securable containers, that include the appropriate chemicals, and arrange for the safe and secure collection and transportation of samples from Haringey Public Mortuary, Church Lane, N17 7AA and Brent, Harrow and Barnet mortuary based at Northwick Park Hospital, Watford Road, Wembley, Harrow HA1 3UJ to the laboratory for analysis. The courier must have specific expertise in the transportation of pathology and toxicology samples.
- 3.4 Provide protective packaging that is appropriate to the sample being collected, prevents contamination of the sample, and ensures no breakages during transportation at no extra cost to the council.
- 3.5 Ensure all samples are always kept at the appropriate temperature, including both in transit and at the laboratory.
- 3.6 Ensure the courier presents a form of identification to the mortuary at the time of the sample collection, confirming that they are providing a service on behalf of the Coroner.
- 3.7 Ensure the courier service obtains verification, in writing or by way of signature from the mortuaries that the samples are complete and intact at the point of collection.
- 3.8 Ensure the courier checks that all samples are adequately labelled with appropriate details before removal from the mortuary.
- 3.9 As part of the audit trail send an email to the mortuary and the coroner's office to confirm that the samples have arrived at the service providers Laboratory. The coroner's office will provide a direct dial telephone number (07795 983 701) and an email address (enquiries.northlondon@coronerservice.haringey.gov.uk) for the service provider to raise any queries with regards to samples that need to be clarified before the testing begins, in order to avoid any delays to the test results being notified to the Coroner. Any significant communication on a query should be followed up in writing by the service provider.
- 3.10 Note that whilst not common, there may be times when a PME is carried out at other mortuaries outside the coroner area, and therefore collection may be required from such mortuaries. This might include but is not exclusive to St Thomas's, Great Ormond Street, Royal London, Kings College, St Marys, Whittington and UCH. The collection procedures that apply to Haringey and Brent, Harrow and Barnet mortuaries will apply to collections from mortuaries outside the coroner area.

- 3.11 Collect samples when required between the hours of 09:00 to 16:00 for Haringey mortuary and between the hours of 09:00 to 15:00 for Brent, Harrow and Barnet mortuary. The Mortuary will notify the service provider if there are no samples to collect on the usual collection day(s).
- 3.12 Analyse samples in accordance with the U.K.I.A.F guidelines.
- 3.13 Ensure that all samples must have a proper and agreed audit trail to a forensic standard from the point of collection, to the laboratory and within the laboratory to ensure security, and traceability (continuity of evidence).
- 3.14 Provide a full written report within calendar 21 days of the receipt of the sample at the laboratory, findings to include but not limited to: nature and results of any drug or substances found, the acceptable therapeutic, toxic and potential lethal concentrations, the testing methodology employed, the results of any assay tests, any other relevant matters, and interpretation and comment on the findings. In addition, where applicable the actual concentrations found for each drug or alcohol. Should a longer period for analysis be required, any extension must be agreed with the coroner's office within 10 calendar days of receipt of the sample at the laboratory.
- 3.15 Ensure the interpretation of the findings is of sufficient detail and opinion to assist the pathologist in helping determine the cause of death.
- 3.16 Ensure that the toxicologist who prepared the report is able to attend court in person (or virtually) when required by the Coroner as a professional witness to present the report findings. Payment for such attendance will be as a professional witness in line with the Coroners Allowances, Fees and Expenses Regulations 2013. The Coroner will provide a minimum of 4 weeks' notice that attendance is required.
- 3.17 Dispose of the samples post analysis, in line with industry standards and guidelines. This disposal must follow guidance as detailed to comply with the Human Tissue Act. However residual samples should be stored for at least 6 months or until the completion of the inquest by the Coroner to enable re-analysis should this be required for the conclusion of a legal case.
- 3.18 Respect at all times the confidentiality of the deceased personal data, specimen samples and results of analysis in line with the Data Protection Act and associated legislation and good practice.
- 3.19 Ensure that no research, teaching or audit will be completed on any Coroners samples without the express written consent of the Coroner and family/next of kin. A clear understanding of the scope/parameters of the research will be required before the Coroner provides consent to research. Where this consent is given, research/case studies must protect the confidentiality of the deceased and their family. In the case of research, the protocol must be approved by a Research Ethics Committee.

4. Toxicology and associated laboratory testing requirements

4.1 The toxicological analysis should include all relevant tests required for the substance under review. To include (but not limited to) ability to sample/screen, blood, urine, stomach, hair and vitreous fluid.

4.2 Tests in blood, urine, liver, muscle, cavity fluid, bile. Samples of blood, urine, vitreous humour and stomach contents are submitted as routine. Samples of cavity blood, liver, muscle and/or bile are submitted when blood, urine and vitreous cannot be obtained. These tests are considered part of a 'routine' full general PME toxicology screen and may be requested either individually or as a complete 'Drugs of Misuse' panel. The constitution of a screening panel may vary with the circumstances of a particular case and be not limited to:

- Ethanol (in blood, vitreous, urine, stomach contents, cavity fluid)
- Methanol, acetone, isopropanol (in blood, urine and vitreous)
- Beta-hydroxybutyrate (in blood/vitreous if acetone raised)
- Glucose (in vitreous and urine)
- Paracetamol
- Salicylates
- Barbiturates
- Benzodiazepines and metabolites
- Cannabinoids and metabolites
- Cocaine and metabolites
- Opiates, opioids (including methadone) and their metabolites
- Phenethylamine groups
- Piperazines, cathinones, tryptamines and indanes
- Nitazenes

4.3 Tests in blood, urine, stomach contents, vitreous humour, liver, muscle, cavity fluids, bile that may be requested in addition to a 'Drugs of Misuse' panel. Therapeutic drugs, including but not limited to:

- Antidepressants
- Anticonvulsants
- Antihypertensives
- Antipsychotics
- Anxiolytics
- Insulin and C-Peptide
- Non-opioid analgesics

- The capability to differentiate chiral forms of drugs where necessary, for example *d* & *l* amphetamine
- 4.4 New Psychoactive Substances (so-called 'Legal Highs'). A wide test range is essential, including but not limited to:
- Mephedrone
 - Cannabinoid receptor agonists (such as 'Clockwork orange', 'Exodus') in biological fluids and where necessary in other exhibits.
 - Cathinones
 - Phenethylamines.
 - Ketamine
 - Nicotine in biological fluids and, if necessary, in material such as e-cigarette fluid
 - Caffeine
- 4.5 Other poisons but not limited to:
- Organophosphates (e.g. malathion, parathion) (including cholinesterase activity estimations on blood where appropriate)
 - Paraquat (N,N'-dimethyl-4,4'-bipyridinium dichloride)
 - Ethylene glycol and related compounds and metabolites.
- 4.6 Tests in blood and/or cavity blood that do not form part of the standard 'Drugs of Misuse' screen but not limited to:
- Carboxyhaemoglobin
 - Steroids (both corticosteroids and anabolic steroids, as well as an endogenous "steroid profile" if clinically indicated). A "Urinary Free Cortisol" assay should be part of the laboratory's repertoire in this context.
 - Lysergic acid diethylamide (LSD)
 - Phencyclidine (PCP)
 - Gamma-hydroxybutyric acid (GHB) and related compounds
 - Lithium
 - Arsenic and other toxic metallic poisons
- 4.7 Tests in blood and/or lung tissue that do not form part of the standard 'drugs of misuse' screen but not limited to:
- Butane and other volatiles (including fuel gases, glues and solvents)
 - Alkyl nitrites ('Poppers' – butyl nitrite, isopropyl nitrite, isobutyl nitrite, amyl nitrite)
- 4.8 Vitreous biochemistry, but not limited to:
- Urea
 - Creatinine

- Glucose
- Beta hydroxybutyate
- Ethanol

4.9 Tests in urine that do not form part of the standard 'drugs of misuse' screen, but not limited to:

- Urinary catecholamines/metanephrines
- Free cortisol

4.10 The service provider must provide a list of what it can and cannot test about illicit drugs.

5. Laboratory facilities

- 5.1 Access to the laboratory should be limited to authorised persons.
- 5.2 The laboratory must be equipped with the appropriate calibrated instruments to carry out all the relevant tests/analysis and work to an acceptable scientific standard.
- 5.3 Laboratory facilities and procedures must allow for the safe handling of potentially infectious and/or toxic biological samples, in a secure environment. The coroners office will inform the service provider if it is believed that any samples might be infectious.
- 5.4 Laboratory procedures must allow satisfactory detection, identification, and quantification of individual substances.
- 5.5 All samples are to be stored securely and in a manner that minimises the risk of contamination and degradation and ensuring all samples and information remain confidential.

6. Personnel

- 6.1 The toxicology laboratory must be led by an appropriately qualified person who is able to act as an expert witness in relation to this field.
- 6.2 The Laboratory must ensure that all laboratory personnel/technicians are appropriately qualified and trained to carry out toxicological tests.
- 6.3 Ensure that all laboratory personnel maintain professional competency and skill by monitoring their performance, ensuring training is ongoing.
- 6.4 The toxicologists will need to ensure they maintain professional awareness and training in relation to emerging science e.g changing legislation and novel psychoactive agents/ Legal highs.

7. Reports

- 7.1 High quality and comprehensive reports are essential. The service provider must ensure that details of the author and their professional qualification are documented on all analysis reports.
- 7.2 A copy of each report must be sent to both the Pathologist and the coroner's office.
- 7.3 All reports must include an overall interpretation of all of the findings, with an explanation as to how they might affect the individual both medically and cognitively. The Council reserves the right to modify reporting requirements as necessary, upon 30 days' written notification to the service provider.
- 7.4 Clinical terminology should be explained so the coroner and properly interested parties can understand the content of the report.
- 7.5 All information and data on reports will remain the property of the coroner and shall not be released to other agencies or individuals without prior written consent of the Coroner.

8. Experience, Qualifications and Accreditation

- 8.1 Toxicologists should be appropriately qualified and certified for example: MSc (Med Sci/Forensic Sci), PhD, BSc, CChem, MRSC, DipMedTox, MRCP, PhD, MScForensic Science, FIBMS, FRCPath, EuSpLM, ERT (European Registered Toxicologist).
- 8.2 Supervisory staff and those reporting results should have at least 5 years of relevant experience. Their qualification should include relevant higher degrees, such as MSc or PhD in a relevant subject, and/or a basic medical qualification (MB, ChB) as well as a higher professional qualification such as FRCPath, as well as registration with a professional organisation which enforces professional and ethical standards, such as, but not limited to, the General Medical Council, The Royal Pharmaceutical Society or the Royal Society of Chemistry. They must be equipped with the Technical Resources, Ability and Quality Assurance to be able to provide clear and concise reports in a timely manner. They must have systems in place for auditable records of disposal of samples to comply with the Human Tissue Act 2004.
- 8.3 The laboratory tendering to provide these services should be accredited to ISO 17025 and/or ISO 15189 or an equivalent accreditation throughout the contract period. Exceptionally a laboratory service that can demonstrate compliance with the criteria for toxicology laboratories set out by the UK & Ireland Association of Forensic Toxicologists (UKIAFT) (See Science and Justice 50 (2010) 166–176) may also have their tender considered.

9. Performance management and reporting

- 9.1 The Councils Contract Manager will monitor the performance of the service provider against the specification to ensure the provision is consistent.

- 9.2 The service provider will nominate a Responsible Person (RP) to oversee the provision of the contract on its behalf.
- 9.3 The Councils Contract Manager and the RP will meet at 6 monthly intervals to discuss the service provision and KPI's.
- 9.4 The service provider will supply a monthly report by the 15th of each month for the preceding month which includes the following:
- Name of deceased/identifier of each sample
 - Name of person within the coroner's office dealing with the case
 - Date the report was submitted to the coroner
 - Date of receipt of the sample at the laboratory
 - Type of tests carried out and total cost for each case
 - Number of days between sample arrival at the laboratory and the date the report was issued to the coroner.
- 9.5 A yearly summary of statistics for each type of test carried out by volume, volume of test per month and average timescales for toxicology turnaround.
- 9.6 If any failings are identified on the part of the service provider, the council or the Coroner, an action plan will be drawn up, discussed, agreed and implemented to improve performance. Deadlines will be agreed and set.

10. Key Performance Indicators

10.1 Quality

KPI	Measurement	Service Level target
Complaints	No of complaints based on service specification and service delivery requirements	100%
Toxicology Reports	Service provider to provide high quality and comprehensive legible reports	100%
Analysis data	Service provider to provide accurate data based on precise analysis and in a timely manner	100%

10.2 Service Delivery

KPI	Measurement	Service Level target
Sample collections	Weekly collection (Wednesday) between the hours of 9am-4pm	100%

Timescales	Contractor to meet the minimum standard timeframes as identified in the specification	100%
Vehicles	Contractor's vehicles must be appropriate to carry samples securely and free from the possibility of interference / contamination	100%
Condition and integrity	Contractor's courier should maintain the condition and integrity of samples during transportation	100%
Present invoice by due date	Invoices presented in a timely manner	100%

V3 - FINAL

20/08/2024

Report for: Cabinet Member Decision

Item number: 7

Title: The award of Enforcement Agent contracts for the Revenues Service.

Report authorised by : Barry Francis (Director of Environment & Resident Experience)

Lead Officer: Andrew Mackie (Revenues Manager)

Ward(s) affected: All

**Report for Key/
Non-Key Decision:** Key Decision

1. Describe the issue under consideration

- 1.1 This report seeks the approval to award contracts for the provision of Revenues Enforcement Agent services to CDER Group Limited, Newlyn Plc, Martson (Holding) Limited & JTR Collections Limited for a period of 3 years with the option to extend for further period of up to 1 year.
- 1.2 Through the award of these contracts, these four suitably qualified providers will deliver Enforcement Agent services in respect of Council Tax, Business Rates and Business Improvement District (BID) Levy to the London Borough of Haringey.
- 1.3 This report gives detail of the services provided and seeks approval from the Cabinet Member for the implementation of Contract Standing Order 9.07.1 d, which provides that all contracts valued at £500,000 (five hundred thousand pounds) or more at the time of award may only be awarded, assigned, or novated by the Cabinet.

2. Recommendations

- 2.1 It is recommended that Cabinet Member for Finance and Corporate Service approves, pursuant to Contract Standing Order 7.01(b) (use of compliant Framework) and 9.07.1d, contract awards to CDER Group Limited, Newlyn Plc, Martson (Holding) Limited and JTR Collections Limited for the supply of Enforcement Agent services to the London Borough of Haringey for a period of 3 years with the option to extend for further period of up to 1 year.

3. Reasons for decision

- 3.1 This report follows the successful completion of a further competition in accordance with the rules of the Yorkshire Purchasing Organisation (YPO) procurement Framework No.1200 Enforcement Agency Services.
- 3.2 As a billing authority, the London Borough of Haringey is responsible for the Levy, Collection and Recovery of Council Tax and Business Rates.
- 3.3 Enforcement activity which will take place under these contracts will increase essential council income from Council Tax and Business Rates from individuals who are in arrears and have the ability to pay.
- 3.4 The services provided under these contracts will be at no monetary cost to the council as these are concessions contracts. The fees the Enforcement Agencies can charge in the recovery of the debt are determined by legislation (see 6.2).
- 3.5 All four suppliers have demonstrated commitment and ability to identify vulnerable customers in order that pursuit of debts from those individuals is halted and returned to the council, and that they receive the necessary support from their dedicated welfare teams, to comply with Haringey's Ethical Debt Reduction Policy.

4. Alternative options considered

- 4.1 Ceasing to use Enforcement Agents would create a loss of millions of pounds to the Council through unpaid taxes which the council and the borough cannot afford, and under the terms of the operating agreement in place with Future Wood Green Ltd, we are required to recover unpaid BID Levy through use of Enforcement Agencies.
- 4.2 We currently use two Enforcement Agencies (CDER and Newlyn) for Council Tax, NNDR and BID Levy through Service level Agreements (SLAs). Continuing this arrangement would not offer us the same level of value and protection as a contract secured via a competitive procurement process.
- 4.3 The introduction of a contract with clear specification and code of practice (Appendix 1) enables improved assurance regarding the standards, performance and compliance of suppliers and a clear framework for contract management by the service.
- 4.4 Operating an inhouse Enforcement Service would require the council to develop a specialism that it does not currently have, and would require significant upfront investment into infrastructure, recruitment and training. Research into this option found only one model currently operating in London, by OneSource, a shared service partnership between the London Boroughs of Newham and Havering.

5. Background information

- 5.1 The amount of Council Tax and Business Rates due to Haringey for this current financial year is circa £254million and higher in 2025/26. As the council's budget for 2025/26 shows, there is currently unsustainable pressure on the council's finances with a shortfall of £67.4m before savings are made for 2025/26. Therefore, it remains imperative that all avenues to collect these taxes are used by the Council.
- 5.2 Following the issue of a Bill, Reminder, Summons and obtaining a Liability Order via the Magistrates Court, the remedies available to authorities to recover unpaid Council Tax are as follows:
- o Taking Control of goods (Enforcement Agent)
 - o Attachment of Earnings
 - o Attachment of Benefits
 - o Attachment of Members' allowances
 - o Bankruptcy or winding-up
 - o Charging Orders
 - o Commitment to Prison *(This remedy is only available if an Enforcement Agent has attempted to take control of goods and been unsuccessful)*
- 5.3 Section 62A Local Government Finance Act 1988 and Schedule 12 Tribunals, Court and Enforcement Act 2007 provide that in England and Wales, with effect from 6th April 2014, where a liability order is made, the billing authority may use an Enforcement Agent to take control of the goods of the debtor concerned.
- 5.4 The Taking Control of Goods Regulations 2013 (S.I. 2013/1894), make provision relating to the procedure for taking control of goods under Schedule 12 to the Tribunals, Courts and Enforcement Act 2007.
- 5.5 Following the issue of a Bill, Reminder, Summons and obtaining a Liability Order via the Magistrates Court, the remedies available to authorities for the recovery of unpaid Business Rates are as follows:
- o Taking Control of goods (Enforcement Agent)
 - o Insolvency
 - o Commitment to Prison *(This remedy is only available if an Enforcement Agent has attempted to take control of goods and been unsuccessful)*
- 5.6 The fees charged to the resident or business for the services supplied under this contract are dictated by The Taking Control of Goods (Fees) Regulations 2014. There are 3 stages of escalation set out within the process and the earlier the debt is paid, the lower the fee payable. The fees are as follows and accumulate:

Fee stage	Fixed Fee per stage	Percentage fee (% of sum to be recovered exceeding £1,500)
Compliance	£75	0%
Enforcement	£235	7.5%
Sale or Disposal	£110	7.5%

- 5.7 The Revenues service currently has two companies providing Enforcement Agent services for Council Tax, Business Rates and the BID Levy. Through these agreements, 9,948 cases were referred during 2023/24 and across the same period, £4,016,568 was remitted to us in payments.
- 5.8 An invitation to tender for Enforcement Agent services was advertised via the YPO framework on 23rd September 2024. The opportunity to submit Bids ended on 18th November 2024. The detailed specification for the quality of the services required is included as Appendix 1.
- 5.9 11 bids for the contract were received from suppliers and these were reviewed and scored independently by three managers within the Revenues service. A consensus was agreed at a moderation meeting and the 4 suppliers listed in 1.1 of this report were confirmed.
- 5.10 The number of suppliers is increasing to four which means we can reduce cases referred to a provider should any issues arise and/or KPIs are not met.
- 5.11 The proportion of liability orders allocated to each provider will be based on their performance against each collection stream, in order to incentivise successful collection.
- 5.12 Cases are to be returned to agreed return reason codes, and these will be analysed to inform our service improvement planning.
- 5.13 The Ethical Debt Reduction Policy was considered throughout the decision-making process for this procurement and will remain an important part of what we do when collecting Council Tax and Business Rates going forward, to ensure that vulnerable residents are protected.
- 5.14 When the council introduced the Ethical Debt Reduction Policy, we tightened up existing processes and implemented new processes prior to Enforcement Agent referral. These safeguards include:
- Checking if any resident for an address where Council Tax is owed is currently receiving support from social services. If someone is receiving support, the case will not be referred to Enforcement Agents.
 - Where Council tax is outstanding and CTR is in payment, the case will not be referred to Enforcement Agents.
 - We undertake a check against the Vulnerability Registration Service data base. If a resident appears on this database, their case will not be referred to Enforcement Agents.
 - Through debt segmentation software obtained earlier this year, we undertake financial checks which segment cases based on ability to pay. Those showing as in financial hardship will receive an additional communication giving them more time to engage with us and setting out the support services available.
- 5.13 Whilst we have processes in place to identify vulnerable residents prior to referral, there are some vulnerabilities which aren't discoverable and there will

be cases which slip through the net. Taking this into consideration, we have clearly stated within our specification (Appendix 1) that all agents must:

- Immediately return cases where vulnerability is identified (15.1)
- Have a dedicated welfare team (15.4)
- Be members of the Civil Enforcement Association (CIVEA) (2.1) which is the principal trade association representing civil Enforcement Agencies in England and Wales.

5.14 In addition to the above, to ensure contracts were awarded to the most suitable candidates, all bids for the contract were scored against five questions with one specifically referencing Haringey's Ethical Debt Reduction Policy:

- How do you identify vulnerability and what do you do to encourage those who may be in financial difficulty to engage with support available? Demonstrate how you identify vulnerability and how your service would incorporate the philosophy of Haringey's Ethical Debt Reduction Policy

All suppliers selected gave excellent responses to this question with clear commitment to the identification and support of those in difficulty.

5.15 All four suppliers have received accreditation by the Enforcement Conduct Board, which is the independent oversight body for the debt enforcement sector in England and Wales. The ECB creates accountability for those undertaking through its accreditation scheme. Organisations need to apply for accreditation annually, and the framework and expectations evolve over time.

5.16 Bidders were invited to set out added value above and beyond their commitment to the service specification. All four selected Enforcement Agents have committed to:

- Funding debt segmentation software that we use prior to referral (e.g. Pathway)
- Providing and/or funding training for the Revenues service
- Funding apprentices within the Revenues service
- Undertaking empty property inspections

In addition to the above, some of the suppliers have also committed to funding professional qualifications, professional memberships, conferences for staff and hardship funding for residents in debt. These added value services and how they are going to be delivered will be agreed at the initial implementation meetings.

6. Contribution to the Corporate Delivery Plan 2022-2024 High level Strategic outcomes

The collection of Council Tax and Business Rates is the foundation of much of the council's service delivery and CDP commitments.

7. Carbon and Climate Change

The aim of the climate action plan is that as a council, we want to be net zero carbon by 2027. We aim to do this by:

- removing carbon from council vehicles
- making energy efficiency changes to core council operational buildings
- buying additional green energy for buildings and vehicles

All suppliers selected have made carbon-minimisation commitments and hold accreditation in UKAS ISO 14001 Environmental Management Systems.

8. Statutory Officers comments (Director of Finance (procurement), Head of Legal and Governance, Equalities)

Finance

- 8.1 The Chief Finance Officer has been consulted on the contents of this report and provides the following comments.
- 8.2 Billed Council Tax and Business Rates formed over 20% of gross income available to provide services to residents and businesses in the borough during 2024/25, with over £260million forecast to be billed in 2025/26.
- 8.3 Any sums not paid have a direct impact on the Council's ability to fully fund and provide required services. It may result in the need to increase fees and charges in other areas or to stop or reduce provision. It is therefore essential that the Council seeks all appropriate measures to recover unpaid bills.
- 8.4 As set out in section 6, recovery of council tax and business rates legitimately owed to the Council is clearly prescribed in legislation and includes 'taking control of goods' via Enforcement Agents (EA's), at the appropriate stage in the process.
- 8.5 Section 5.6 sets out the current schedule of fees that Enforcement Agents can charge the debtor for their costs incurred as part of the recovery process. Sums recovered in relation to the original debt owed are paid over to the Council within 7 days of cleared receipt.
- 8.6 As stated in Section 5.7, under the current SLA arrangement, £4,016,568 was remitted to the Council during 2023/24 at no direct cost to the authority.
- 8.7 The recommendation in this report to enter into a contract, rather than continuing with the existing Service Level Agreement (SLA) arrangement is expected to support better contract management and safeguard against any performance

issues impacting overall recovery as increasing the number of EAs to four will build additional capacity. Additionally, the contract specification is clear about expectations around identification and treatment of vulnerability in debtors.

8.8 The recommended EAs have also committed to providing 'added value' services to the Council at no additional cost (Section 5.16). With extremely tight Council budgets, these are valuable additions.

8.9 Finance supports the recommendation in Section 2.

Strategic Procurement

8.10 Strategic Procurement were consulted in the preparation of this report.

8.11 CSO 7.01b) permits the selection of a contractor from a public sector framework established under the regulations of the establishing public sector body. The Yorkshire Purchasing Organisation (YPO) are a compliant organisation under the requirements of CSO 7.01b). Strategic Procurement led a further competition in compliance with the rules of the YPO framework and the selection of the organisations in section 3 of this report was made in compliance with the rules.

8.12 CSO 16.02 permits the Leader to allocate decisions to the Cabinet Member having the relevant portfolio responsibility and the recommendation in section 3 is compliant with the CSO.

8.13 Strategic Procurement support the recommendations in section 3 of this report.

Legal

8.14 The Assistant Director for Legal and Governance has been consulted in the preparation of this report.

8.15 Strategic Procurement confirmed that a compliant procurement process was undertaken using the Yorkshire Purchasing Organisation (YPO) line with the Council's Contract Standing Orders (CSO) 7.01(b) and Regulation 33 of the Public Contracts Regulations 2015 (PCR2015).

8.16 CSO 7.01(b) and Regulation 33 of the Public Contracts Regulations 2015 permits the Council to procure a contractor through a Framework and as such the procurement of the contract through the Yorkshire Purchasing Organisation Framework No. 1200 Enforcement Agency is line with both Council's CSO and the PCR2015.

8.17 Pursuant to the Council's CSO 9.07.1(d), Cabinet has the power to approve the award of a contract where the value of the contract is £500,000 and above and as such the recommendation in paragraph 3.1 of the report is in line with the provisions of the CSO.

8.18 Pursuant to the provisions of the Council's CSO 16.02, the Leader may allocate a decision reserved for Cabinet to the Cabinet Member having the relevant

portfolio responsibilities and as such the recommendation in paragraph 3.1 of the report to seek approval from the Cabinet Member for Finance and Corporate Services to award the contract is in line with the provisions of the Council's CSO provided that such a decision has been allocated to the Cabinet member by the Leader.

8.19 The Assistant Director for Legal and Governance (Monitoring Officer) sees no legal reasons preventing the approval of the recommendation in the report.

Equality

8.20 The council has a Public Sector Equality Duty (PSED) under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not

8.21 The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

8.22 Although it is not enforced in legislation as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.

8.23 Section 16 of the Specification in Appendix 1 requires the Contractor to operate in compliance with the Equality Act 2010 and the Public Sector Equality Duty and associated statutory codes of practice.

8.24 The information supplied to Enforcement Agents does not identify protected characteristics under the Equality Act 2010 nor socioeconomic status.

8.25 Body worn video and audio recording equipment must be worn by Enforcement Agents carrying out visits and must be worn on every visit. A clear audit trail must be maintained at all times providing a comprehensive history of all activities and outcomes at an individual case level from receipt of instruction through to its ultimate return.

8.26 Section 11 of the specification sets out our requirements with respect to how complaints are handled.

8.27 Section 15 of the specification sets out our requirements with respect to how vulnerable residents are identified and protected. Upon making contact for the first time, the Enforcement Agent should endeavour to establish whether the debtor or their partner falls into any of the following categories:

- a) Ongoing mental illness/severe depression
- b) Allegations of attempted suicide
- c) Long standing health condition
- d) Learning disability
- e) Terminally ill
- f) Recent bereavement
- g) Elderly – where it is clear the person is unable to deal with payment or their affairs
- h) People with severe disabilities (physically or mentally)
- i) Where the debtor or partner is in the final weeks of pregnancy (to be reviewed after the birth of the child)
- j) Where severe social deprivation is evident
- k) Communication difficulties where an advisor or an interpreter would be helpful (profound deafness, blindness or language difficulties)

8.28 In making this decision, we do not anticipate any negative equalities impacts. However, during the course of the contract, should there be any negative impacts identified, we shall put mitigations in place to tackle them.

9. Use of Appendices

Appendix 1 – Specification.

10. Background papers

Haringey Ethical Debt Reduction Policy:

[Agenda for Cabinet on Tuesday, 9th February, 2021, 6.30 pm | Haringey Council \(Public Pack\) Agenda Document for Cabinet, 09/02/2021 18:30](#)

Budget 2025/26:

[\(Public Pack\) OSC Additional Pack - Budget Papers Agenda Supplement for Overview and Scrutiny Committee, 30/01/2025 18:30](#)

Appendix 1

Specification and Code of Practice

1. INTRODUCTION TO THE SERVICE

1.1. The London Borough of Haringey (referred to as 'the Contracting Authority' for the purposes of this specification) is an outer London Borough working as a single authority intends to maximise the collection of debts through the effective use of all available recovery options, to reduce the costs of collection and ensure a high-quality Enforcement Agent service is provided. The successful Service Provider(s) will be required to attend any address in England and Wales to enforce the debt on behalf of the authority.

1.2. This Specification describes the service required and the standards expected from the Service Provider(s), providing an Enforcement Agent service in respect of recovery of Council Tax, Non-Domestic Rates & Business Improvement District Levy. The provider(s) will also be required to serve notices of bankruptcy on behalf of the Council.

1.3. For ease of reference within this Specification all Orders or Warrants to Liability Order(s). In all cases the relevant legislation governing collection is applicable.

1.4. Tracing and collection activity does not provide for collection of any additional fees by the Service Provider(s) over and above the face value amount shown on the relevant Liability Order or any other appropriate documentation supplied to the Service Provider(s) by the Contracting Authority. In addition, tracing does not guarantee allocation of a subsequent, Council Tax, NNDR or BID Levy liability orders .

1.5. The Contracting Authority expects the Service Provider(s) to work in conjunction with Contracting Authority Officers to continuously seek improvements in the provision of an Enforcement Agent Service. The Service Provider(s) is expected to co-operate with all Contracting Authority Officers to ensure the service delivery to the public is of the highest standard.

1.6. The Contracting Authority is committed to providing a quality service and expects all agents to meet the standards set for all Contracting Authority staff. The Service Provider(s) will always ensure that their employees act in a responsible and professional manner and adopt a clear, reasonable and fair charging policy in the application of all fees. All fees charged are to be in line with the Ministry of Justice Taking Control of Goods and CIVEA Code of Conduct and Good Practice.

1.7. In All Cases, the Enforcement Agent's initial contact with the debtor will be with the intention of obtaining immediate and full payment. However, due consideration will be given to those potentially vulnerable or in financial hardship.

1.8. The Enforcement Agent shall adhere to the Taking Control of Goods Regulations 2013; Taking Control of Goods (Fees) Regulations 2014; Certification of Enforcement Agents Regulations 2014, Data Protection Act 2018 and GDPR. The Service Provider(s) own code of conduct must meet the requirements of the Contracting Authority. The Contracting Authority seeks to recover the debt as quickly as reasonably practicable without imposing unreasonable hardship and having regard to Safeguarding and Equality Legislation.

1.9 The initial caseloads will be referred equally to the Enforcement Agents obtained via this procurement exercise. Subsequent caseloads will be referred based on performance. A system of performance monitoring will be agreed at the commencement of the agreement.

2. APPOINTMENTS AND TRAINING OF ENFORCEMENT AGENTS & CONDITIONS OF SERVICE

2.1 The Enforcement Company will be a member of the Civil Enforcement Association (CIVEA), Credit Services Association, and the British Parking Association. They should also hold the following accreditations

- UKAS ISO 9001 – Quality Management Systems
- UKAS ISO 27001 – Information Security Management Systems
- UKAS ISO 14001 – Environmental Management Systems
- CHAS (Contractors Health & Safety Assessment Scheme) or
- UKAS OHSAS 18001 Occupational Health and Safety Management Systems
- Working towards Investor in People (IIP) organisation

2.2 The Enforcement Agent must be registered under and conform to all the requirements of the Data Protection Act 2018 and GDPR.

2.3 All individuals carrying out taking control of goods, whether or not acting with other individuals, must hold a valid certificate from a County Court authorising them to act as Enforcement Agents.

2.4 The Service Provider(s) will ensure that all their employees and Enforcement Agents possess all the necessary training, licences and certificates and carry them at all times and they must manage the introduction of the Enforcement Agent certification process to ensure statutory compliance at all times. In addition all the Enforcement Agents must have clearance from the Disclosure and Barring Service on commencement of the contract

2.5 The Service Provider(s), or any Enforcement Agent employed by them, must not subcontract any of the work authorised to be carried out by the Contracting Authority unless explicitly agreed.

2.6 The Enforcement Agent shall ensure that staff employed by them receives sufficient training to ensure they have proper knowledge and an understanding of the relevant legislation and national standards. All employees must understand their role in the contract when acting as the representative of the Contracting Authority.

2.7 Enforcement Agents shall be able to advise debtors where they can obtain debt advice within their area.

2.8 Enforcement Agents shall be dressed smartly, and behave in a courteous, professional and discreet manner at all times.

2.9 All vehicles used by the Enforcement Agents shall carry appropriate insurance.

3. INFORMATION TO DEBTORS

3.1 Any Enforcement Agent attending premises for the purpose of taking control of goods shall at all times carry proof of their identity (in the form of an authorised identity card, including a photograph). They shall also carry written confirmation of the fact that the Contracting Authority has instructed them to recover the debt.

3.2 The identity card and confirmation of instructions to recover the debt shall be shown to any person who is being requested to allow access to the premises at the time of or before such a request for access is made, whether or not such a person requests to see them.

3.3 The name of the Enforcement Agent who has attended the premises shall be made clear on all documentation left with the debtors and/or any other person at the premises, including all documentation that is left at the premises. All documents left at unattended premises must be in sealed envelopes.

3.4 The Enforcement Agent shall issue an adequate and proper receipt for all monies received either directly by an individual Enforcement Agent and/or by the Enforcement Agent's office and the debtor shall be advised by the Enforcement Agent to keep all receipts to verify any payments made.

3.5 All agreements made by the Enforcement Agent as between the Contracting Authority on the one hand, and a debtor on the other, concerning repayment terms and instalments shall be recorded in writing in duplicate and a copy shall be provided to the debtor.

3.6 Enforcement Agent correspondence must include a schedule of fees that may be charged by Enforcement Agents in accordance with Taking Control of Goods (Fees) Regulations 2014.

3.7 Where the recovery order relates to Council Tax or Business Rates, the Enforcement Agent must leave a copy of Regulation 45, schedule 5 (Council Tax) and Regulation 14 (Business Rates) schedule 3 (charges connected with distress) with the debtor.

3.8 All notices issued by the service Provider(s) must identify the debt that is being collected and the appropriate council reference number.

4. CONFIDENTIALITY AND ACCESS TO INFORMATION

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

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

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

4.4 All information acquired by the Service Provider(s) / Enforcement company during the performance of their duties under contract with the Contracting Authority must remain

confidential to the Service Provider, Enforcement company and the Contracting Authority and other persons referred to in the previous paragraph.

4.5 The Service Provider(s) shall be able to process information held in any format sent from the Contracting Authority, and to receive such files using Secure methods.

4.6 The Contracting Authority shall have access to the Enforcement Company's records and computer information relating to taking control of goods and associated debt collection activities for all debts when requested by the Contracting Authority's Authorised Officer. It is a requirement that the Contracting Authority can access this information via a secure online link and that the Service Provider shall use a password protected encrypted IT system that has been approved by the Contracting Authority.

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

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

4.9 To enable secure and accurate case issue, return and payments, the Enforcement Agency must be able to interface with: NEC I World and any relevant cash receipting system.

4.10 The Enforcement Agency will be required to provide a detailed Business Continuity Plan at contract commencement setting the arrangements for dealing with potential risk to service disruption, taking reasonable precautions to prevent loss of data through damage caused by fire, flood etc, and must be backed up daily to ensure business continuity remains.

4.11 The administration and storage of all data and documentation shall be conducted in a secure environment to which council officers and their auditors can have access following reasonable notice. The cost of keeping data secure is that of the supplier.

4.12 The data remains the property of the London Borough of Haringey

4.13 The Service Provider(s) must have a robust disaster recovery plan to ensure continuity of service is maintained for the council in the event of electronic system failure or cyber-attack.

4.14 The Service Providers(s) must assist the council where there is a requirement to respond to a freedom of information request.

5. MEANS OF COMMUNICATION

5.1 The Service Provider(s) / Enforcement company shall comply with any instructions given by or on behalf of the Authorised Officer of the Contracting Authority, other than those that they consider would prejudice the rights of debtors under relevant legislation and this Specification and National Standards.

5.2 The Service Provider(s) must appoint a client contract Manager responsible for the performance of the contract. The Client contract Manager shall attend quarterly client meetings or as and when requested by the council and ensure the monthly stats are produced and sent on time to the council. These meetings will usually take place at Council premises unless an alternative is agreed by the Council. Revenues service managers will attend these meetings.

5.3 The Service Provider(s) shall ensure that they have adequate public communication systems (telephones and e-mail), in place to enable debtors to contact their office. Telephone charges must be at a Local Rate. Telephone lines shall open and be available to the Contracting Authority and the public between 9:00am and 17:00pm Monday to Friday, and 9am to 12pm Saturday.

5.4 The service provider(s) shall make available a client telephone number and email address for authorised members of the Haringey revenues team to contact in relation to cases held and to give instructions. Access to the service provider(s) online portal should also be made available to all authorised officers for review and updating purposes.

5.5 The Enforcement Agent taking control of goods must be contactable at all times so that they can receive instructions.

5.6 If the Service Provider(s) is instructed to return a case to the Council or to place a Recovery Order on hold, they shall immediately cease their actions and/or return the case at the first available opportunity. No costs already incurred will be chargeable to the Council. The Service Provider(s) may be required to issue a refund equivalent to any monies paid. Where cases are placed on hold, a list including the hold requestors name is to be issued monthly for the council to review and remove holds where appropriate.

5.7 The Enforcement Agent shall be aware of any circumstances in which taking control of goods would cause unacceptable hardship or distress to a debtor, including but not restricted to whether a debtor is in any of the following situations:

- (a) long-term sickness or serious illness
- (b) recent bereavement within the family
- (c) physically or mentally disabled
- (d) fragility due to advanced age
- (e) severe communication (language) problems
- (f) any other circumstances where the enforcement of a Recovery Orders (s) would cause severe hardship to the debtor
- (g) the debtor appears to be pregnant and /or in the final weeks of pregnancy

See Section 15 Vulnerability.

5.8 The Supplier(s) shall respond immediately to request by the Council (e.g. to stop action) and these should be acted upon on the same day as the instruction is given. All relevant information must be relayed to the Enforcement Agent immediately to ensure that the agent has the most up to date information whilst out on visits.

6. COMPLIANCE STAGE

6.1 The supplier(s) must ensure they have a system in place to receive instructions electronically. This must be secure and contain the correct encryption software. They must

also accept daily reports listing direct payments, changes to liability, forwarding addresses and contact details.

6.2 On receipt of the instruction the Service Provider/s SHALL issue the Statutory Notice of Enforcement by day 2 and adding the £75 compliance fee. *(except in cases where in receipt of Council Tax support as per 6.7)

6.2 The Compliance Period will comprise:

- Statutory NOE issued by day 2
- Reminder notice issued by day 7.
- Enforcement to commence for Council Tax at day 21.
- Enforcement to commence for Business Rates & BID Levy at day 14.

6.3 At the Compliance stage, the debtor will be sent the NOE in writing and attempts to contact the customer using alternative means must be made during the compliance period (e.g., SMS, Email, outbound calling).

6.4 The Enforcement Agent shall make no additional charge (other than the set compliance fee) to the debtor for the setting up and administration of payment arrangements.

6.5 Where contact is made, payment in full should be sought before considering an arrangement

6.6 Arrangement terms to be no longer than 9 months in relation to Council Tax, Business Rates and BID unless agreed by the Council to extend.

6.7 Cases that are in receipt of Council Tax Support will not go into the enforcement stage and no fees are to be charged at any stage.

6.8 For all arrangements, the Enforcement Agency shall attempt to ascertain on all occasions whether the debtor is employed, and if so, attempt to obtain the following information: - employers name & address; debtor's normal place of work; debtor's pay or clock number and net wage or salary. If unemployed then the debtor's National Insurance number should be obtained. All details should be recorded on any case report being returned to the Local Authority. Financial Means Enquiries should be undertaken to support the term of the arrangement.

6.9 Where an instalment arrangement has been agreed but is not kept, the Enforcement Agent shall contact the debtor and invite the debtor to give their reasons for the failure to pay.

6.10 At the Enforcement stage the Enforcement Agent will carry out a first visit to the debtor's address at day 21 for Council Tax and at day 14 for Business Rates and BID Levy.

6.11 Action must be held, and the case referred to an authorised officer at the London Borough of Haringey if any of the following circumstances are identified as part of this process:

- Council Tax support is in payment, or a claim is awaiting assessment.
- A relief claim has been submitted and not yet determined.
- An appeal has been submitted and not yet determined.

7. METHODS OF PAYMENT

7.1 The Service Provider(s) shall make provision for payment using a range of payment options including but not restricted to: cash, cheque, credit card, debit card, direct debit, standing orders, bankers drafts, postal orders, on-line payments via the internet etc. Customers should always be encouraged to pay by the most cost-effective payment method. No charges will be made for receiving or processing these payments.

8. ENFORCEMENT STAGE

8.1 Before seeking access to any premises, the Enforcement Agent shall establish whether the debtor named on the Recovery Order still occupies the premises concerned.

8.2 Where a debtor is not resident at the address supplied by the Contracting Authority, the Service Provider(s) shall take all reasonable steps to trace the debtor at no additional cost to the Contracting Authority. Details of the provider(s) trace process are to be provided to the Contracting Authority on request.

8.3 Taking control of goods shall only be carried out using the following steps:

- (a) gaining reasonable physical access to the premises, with the consent of the debtor and without any use of force;
- (b) identifying specified items of property, which are not required to be exempted, as belonging to the named debtor;
- (c) listing those items in duplicate on a document including an estimate of the sale value of each item ("Controlled Goods Agreement"); No item may be removed that is not properly listed on the Controlled Goods Agreement;
- (d) providing the debtor with a copy of the document and allowing them to read the document in full; and
- (e) when entering into a Controlled Goods Agreement, the Enforcement Agent must obtain the signature of the debtor, an authorised person or person in apparent authority.
- (f) enforcing multiple cases together where reasonably practical to do so.

8.4 In relation to all debts, the Enforcement Agent must not enter a property if there is no other person aged 18 or over on the premises.

8.5 Taking control of goods shall not be carried out unless the debtor or a person in apparent authority is present on the premises in person at the time of the taking control of goods.

8.6 Taking control of goods shall not be carried out *constructively*, for example by posting the Controlled Goods Agreement through a letterbox and having it signed and returned by post.

8.7 No entry may be forced to any property or part of any property for the purposes of taking control of goods, whether internally or externally.

8.8 No entry to premises shall be attempted before 6.00 a.m. or after 9.00 p.m. from Monday to Saturday (except with the express approval of the Contracting Authority in exceptional cases). Visits on Sunday are not permitted without prior consent. Visits are also permitted outside of this period if the company's hours of trade are outside the visiting times.

8.9 If the debtor is not present on the premises when the Enforcement Agent calls, the Enforcement Agent shall leave information in a plain sealed envelope with the name and address of the debtor on the document, marked Private and Confidential.

8.10 The Enforcement Agent shall at all times act in such a way as to minimise any embarrassment, or the possibility of intimidation, and wherever possible should see the debtor in private unless the debtor wishes other persons to be present.

8.11 The Enforcement Agent is to record the dates and times of each unsuccessful visit as well as noting any relevant information which would confirm that the visit has taken place i.e. door colour, type of lock etc. This information is to be made available to the Authorised Officer upon request. It is important that the Authorised Officer should have sufficient evidence to demonstrate to the debtor that every visit being charged for has been made.

8.12 Body worn video and audio recording equipment must be worn by Enforcement Agents carrying out visits and must be worn on every visit.

8.13 The Enforcement Agent shall not take control of goods immediately where they have reason to believe that:

(a) In the instance of an unpaid Council Tax debt, there is an outstanding Council Tax Support application covering the period during which the arrears arose;

(b) In the instance of an unpaid Council Tax debt, the debtor disputes liability for the tax and is able to provide valid written evidence that the Contracting Authority is aware of the dispute and is currently considering the position;

(c) the debtor claims that they have paid the debt and are able to provide valid proof of payment such as a valid receipt from the Contracting Authority.

In such cases, the Enforcement Agent shall contact the Contracting Authority, whilst at the property, for further instructions.

8.14 The Enforcement Agent shall not take control of goods on any item not belonging to the debtor and any exempt goods as stipulated in Regulation 4 of The Taking Control of Goods Regulations 2013

8.15 The Enforcement Agent shall take control of goods at any contact address, within England and Wales, at which a debtor resides or may have moved to (where required to do so by the Contracting Authority).

8.16 A minimum of 3 unsuccessful visits to the debtor's address shall be made before the case is referred back to the contracting authority. These visits shall take place at different times of the day. Of the minimum 3 visits at least 1 must be made outside the hours of 9 am to 5 pm if it has not been possible to contact the debtor previously.

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

8.18 For cases where immediate attention is required to secure payment of the debt, the Enforcement Agent must make arrangements for appropriate action to be taken within a maximum of 24 hours of receiving the Contracting Authority's instruction.

8.19 The £235 enforcement fee should be added to the outstanding balance when the Enforcement Agent visits the debtor plus the 7.5% of the sum to be recovered where the amount exceeds £1500.

8.20 Action must be held and the case referred to an authorised officer at the London Borough of Haringey if any of the following circumstances are identified as part of this process:

- Council Tax support is in payment, or a claim is awaiting assessment.
- A relief claim has been submitted and not yet determined.
- An appeal has been submitted and not yet determined.

9. ENFORCEMENT AGENT CHARGES / FEES AND EFFECT OF ALTERNATIVE PAYMENT METHODS

9.1 The Enforcement Agents' charges must not exceed such sums as are set out in legislation.

9.2 Where instructions are received from the Contracting Authority to suspend action, the Enforcement Agent shall ensure that the debtor and Contracting Authority incur no further costs of any kind.

9.3 In order to secure payment the Service Provider(s) may enter into any arrangement with a debtor providing it is firm but realistic. The agent shall provide the debtor with means of making immediate payment or an offer of payment and the opportunity to sign a controlled goods agreement.

9.4 The Enforcement Agents shall exercise discretion in agreeing to payment arrangements. Unless permission is granted by the Contracting Authority, arrangements should not exceed 9 months in respect of Council Tax Business Rates or Bid levy.

The Enforcement Agent shall attempt to ascertain on all occasions whether the debtor is employed, and if so, attempt to obtain the following information: - employers name & address; debtor's normal place of work; debtor's pay or clock number and net wage or salary. All details should be recorded on any case report being returned to the Local Authority. Financial Means Enquiries should be undertaken to support the term of the arrangement.

9.5 Debtors refusing to sign a Controlled Goods Agreement are faced with immediate removal of goods as the Enforcement Agent has no re-entry powers otherwise.

9.6 The Enforcement Agent shall make no charge to the debtor for the setting up and administration of payment arrangements.

9.7 The Service Provider(s) shall account for all monies collected and remit to the Contracting Authority within 7 days of clearance.

9.8 The Service Provider(s) must ensure that broken arrangements are monitored and dealt with swiftly when broken.

9.9 Cases must be returned with a certificate as appropriate where either:

- It has identified the case is uncollectable
- Council Tax - 120 days has passed since the debt was referred to the supplier(s) and no payment has been received within the last 30 days.
- Business Rates & BID - 90 days has passed since the debt was referred to the supplier(s) and no payment has been received within the last 30 days.

10. REMOVAL AND SALE OF GOODS

10.1 The Enforcement Agency must seek approval to fit an immobilisation device.

10.2 The Enforcement Agent shall seek the consent of the Council prior to removing goods.

10.3 The Enforcement Agent shall take all steps possible to obtain the best price and shall impose a reserve price at any auction when required to do so by the Contracting Authority, under this specification or otherwise. The Enforcement Agent shall consider whether an auction is the appropriate method of obtaining the best price and in particular shall do so where an item concerned is of a specialist nature or of particular value.

10.4 The Enforcement Agent shall report the place and timing of the sale to the debtor at least seven days before such sale is to take place unless they are perishable and their value/saleability would be diminished, in which case the sale can be sooner.

10.5 Where a sale has taken place, the Enforcement Agent shall report to the debtor the place and times of the sale as well as the price of each item that has been sold.

10.6 Where the Enforcement Agent is in possession of a person's goods, they shall ensure that they are handled with due care and attention and properly secured for the purposes of transporting them. The Enforcement Agent shall also ensure that the goods are adequately insured and are safely and securely stored pending sale. An Inventory of Goods will be provided to the Debtor (and co-owner) for any goods removed.

10.7 Auctioneers must be members of NAVA.

10.8 Where goods are removed for sale a fee of £110 should be charged, plus 7,5% VAT of the sum to be recovered where the amount exceeds £1500.

10.9 Should any appeal against taking control of goods be brought by the debtor in a Magistrates court or High court, the services provider(s) shall supply the Contracting Authority with all information concerning the matter and supply a representative to appear at any hearing who has is fully informed of the case history. The service provider must indemnify the Contracting Authority against all claims of their actions, which may lead to a claim against n the Contracting Authority.

11. COMPLAINTS

11.1 The Service Provider(s) shall appoint a named senior manager to deal with any complaints and this person shall have authority to instruct all Enforcement Agents operating on behalf of the Contracting Authority and have immediate access to such Enforcement Agents by mobile telephone. For the purpose of reporting a complaint, the Enforcement Agent's Head Office telephone number shall appear on all correspondence and all leaflets provided by the Enforcement Agents to the debtor. The case is to be placed on hold whilst the complaint is investigated.

11.2 The named senior manager shall deal with complaints according to the Service Provider(s) own Complaints Policy which will be agreed with the Contracting Authority prior to the commencement of the Contract.

11.3 In cases where a debtor disputes liability or the debt outstanding, the Service Provider(s) shall immediately take steps to resolve that dispute, including immediately contacting the Contracting Authority's Authorised Officer by telephone. No further action regarding taking control of goods will be taken until the situation has been resolved or until further instruction is received from the Contracting Authority.

11.4 All complaints that are received by the Service Provider(s) must be acknowledged within 2 days of receipt and responded to in writing within no later than the following 5 working days. The Service Provider(s) shall provide a copy of the complaint and written response to the Contracting Authority. Complaints received by the Enforcement Agency from an MP/Councillor/CIVEA or EAC2, are to be reported to the Contracting Authority immediately. In these instances, the Contracting Authority will require to review the response by the Enforcement Agency prior to it being issued.

11.5 In cases where the customer has contacted the Contracting Authority directly, the Service Provider(s) will be instructed to suspend further action until such time as the situation has been resolved or until further instruction is received from the Contracting Authority. If further information is requested by the Contracting Authority, which may include case history, this information must be provided within 2 working days.

11.6 The service provider(s) must keep records of all complaints and members enquiries that they receive and also those forwarded to the Contracting Authority. The Contracting Authority will require a report of all complaints at the regular client meetings.

11.7 If the complaint relates to Enforcement Agent conduct and the case is proven, the Contracting Authority may request that the agent is removed from the contract and further action taken.

12. ADMINISTRATION

12.1 The Service Provider(s) / Enforcement Agent shall maintain full and professional information systems to ensure the highest standards of administration including reporting tools. All records of contact with debtors must be kept for six years.

12.2 The Enforcement Agent shall maintain a separate client bank account in the name of the Contracting Authority for monies received from debtors, evidence of which must be provided to the Local Authority on demand.

12.3 Any insolvency/bankruptcy notice relating to a debtor, which is notified to the Enforcement Agent shall immediately be notified to the Contracting Authority for further instruction.

12.4 Where a property is found by the Enforcement Agent to be unoccupied, all relevant details (e.g. sale board, agents, condition of property etc) shall be immediately reported to the Contracting Authority.

12.5 All monies received by the Service Provider(s) shall be remitted to the Contracting Authority on a weekly, together with an analysis/breakdown of the associated debts. The Service Provider(s) payment system must allow for remittance to the Contracting Authority to be made via BACS method if required by the Contracting Authority.

12.6 Cases in respect of Council Tax, NNDR & BID shall be returned to the Council after 6 months, unless a reasonable extended arrangement has been agreed with the Debtor. In this regard, the Service Provider(s) shall, gain approval from the Council where debts will take longer than this period to be settled. Cases are to be returned to agreed return reason codes and require a full history to determine the next appropriate steps.

12.7 Where it is not possible to effect taking control of goods, the Order shall be endorsed ("No Effects") and returned to the Contracting Authority with a full report of the action taken and the reasons for return. All such notices should be returned on a prompt and regular basis, i.e. with the weekly accounts. Where full payment is obtained on a Recovery Order the Service Provider(s) shall confirm the matter is paid on a weekly list sent to the Contracting Authority.

12.8 Where the debtor is not at the address supplied by the Contracting Authority, the Service Provider(s) SHALL take reasonable steps to trace the debtor and collect revenues or execute the Recovery Order. The Service Provider(s) shall notify the Contracting Authority immediately once it is found that a debtor has vacated the property.

12.9 The Service Provider(s) will provide an inhouse trace service when it is ascertained that a debtor has absconded. All available tracing methods should be utilised for debts over £250 at no additional cost to the Council. Checks should be properly documented, on file and available to authorised officers via client web.

12.10 If an away address is located the service provider(s) must ensure they have located the correct debtor before continuing with enforcement, Collection of the debt is expected if the away address is in England or Wales.

12.11 All correspondence received direct from the debtor or forwarded by the Contracting Authority shall be responded to by the Service Provider(s) within 5 working days.

12.12 Administration and storage of data shall be conducted in a secure environment and in accordance with section 4 above.

12.13 All employees of the Service Provider(s), who deal with Council Tax, Non-Domestic Rates & BID Levy payers shall have sufficient knowledge of the relevant legislation to allow them to deal with the matter correctly.

12.14 Copies of all letters, forms and stationery to be used by Enforcement Agents shall be submitted to the Contracting Authority for approval prior to its use.

12.15 The Enforcement Agent shall return any case immediately, without charge, on specific instructions of a duly authorised officer. This shall be done regardless of the stage of enforcement, or circumstances of the case.

12.16 Cases are to be returned electronically and must have a full report attached to them with the correct reason codes for the return. The report should show a full history of all actions taken since the instruction. Details of all contact with the debtor must also be included.

12.17 The Service Providers(s) should return all unsuccessful cases within the timescales as set out within 9.9.

13. MONITORING AND REVIEW

13.1 Quarterly Performance Review meetings will be arranged with the Service Provider(s) to monitor and assess compliance with this document and performance in general.

13.2 A list of Key Performance Indicators for each debt will be agreed with the successful Service Provider(s) at the commencement of the agreement.

13.3 The Service Provider(s) shall provide regular management reports for performance monitoring purposes.

13.4 In addition to any more specific obligations imposed by the terms of the agreement, it shall be the duty of the Service Provider(s) to provide the services to the contract standard which in all respects shall be to the satisfaction of the Authorised Officer.

13.5 During the agreement, the Authorised Officer may inspect and examine the provision of the Services being carried out without notice at any time. The Service Provider(s) shall provide to the Contracting Authority all such facilities as the Contracting Authority may require for such inspection and examination.

13.6 The Service Provider(s) will be required to provide a number of predetermined reports on a monthly basis, or when requested detailing activities carried out, collection statistics and case summaries.

13.7 The Service Provider(s) may be required to provide any additional ad hoc information and reports, within 2 working days, when requested by the Authorised Officer,

13.8 This document is subject to review and amendment as the Contracting Authority deems necessary.

13.9 Performance will be discussed at the regular client meetings and any failure in service will need to be rectified. Attendance at the meeting should include the client manager and any other relevant staff.

13.10 Monthly performance reports including those devised by Haringey must be sent to Haringey by the service provider(s) within 5 days of month end.

13.11 The council may share performance standards with other service providers to include but not limited to cash collection, percentage of returns and cases outstanding. The Council will have its own monitoring processes in place and the service provider(s) will comply with any request for improvement.

13.12 The London Borough of Haringey reserves the right to decide areas of work allocated to each service provider. The proportion of liability orders allocated to each provider will be based on their performance against each collection stream.

13.13 At the end of the contract term or at the end of the contract termination, the service provider(s) must retain all records relating to the contract for a period of six years and allow access to the client web site for a period of 1 year.

14. INVOICES

14.1 V.A.T shall be payable, where applicable, by the Contracting Authority on Enforcement Agent fees collected by the Service Provider(s). Invoices shall be submitted with the weekly payment schedules.

14.2 Separate invoices for each category of debt MUST be supplied each month to the Authorised Contracting Authority Officer

14.3 Where Enforcement Agent fees have been paid direct to the Contracting Authority, separate invoices shall be supplied for remittance of fees to the Service Provider, and for V.A.T, if applicable, payable on those fees.

15. VULNERABILITY

15.1 The Enforcement Agent shall automatically return any vulnerable cases where identified, ceasing all action immediately.

15.2 Upon making contact for the first time, the Enforcement Agent should endeavour to establish whether the debtor or their partner falls into any of the following categories:-

- a) Ongoing mental illness/severe depression
- b) Allegations of attempted suicide
- c) Long standing health condition
- d) Learning disability
- e) Terminally ill
- f) Recent bereavement
- g) Elderly – where it is clear the person is unable to deal with payment or their affairs
- h) People with severe disabilities (physically or mentally)
- i) Where the debtor or partner is in the final weeks of pregnancy (to be reviewed after the birth of the child)
- j) Where severe social deprivation is evident

- k) Communication difficulties where an advisor or an interpreter would be helpful (profound deafness, blindness or language difficulties)

This is not a prescriptive list but potential indicators, all individual cases will still have to be considered on merit.

15.3 The Enforcement Agent will inform MASH of any safeguarding concerns.

15.4 The Enforcement Agent will have a dedicated welfare team with clear procedures around identifying and supporting those identified as vulnerable.

16. EQUALITY REQUIREMENTS FOR PROVIDERS

- 16.1 The Contracting Authority will require the Contractor to operate in compliance with the Equality Act 2010 and the Public Sector Equality Duty (or other relevant or equivalent legislation) and associated statutory codes of practice. The Equality Act 2010 bans discrimination either directly or indirectly in relation to age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex or sexual orientation. The Contracting Authority sets out how it will meet the needs of the Equality Act and Public Sector Equality Duty in its Equality Scheme. Links to this and other sources of guidance on the Equality Act and Public Sector Equality Duty can be found at the end of this section.
- 16.2 The Contracting Authority will require the contractor to keep up to date with relevant legislation.
- 16.3 The Contracting Authority will require the contractor to comply with the provisions of the Human Rights Act 1998.
- 16.4 Throughout the duration of the contract, the contractor will also be expected to:
 - Keep their arrangements up to date with changes in equality legislation.
 - Supply any relevant information requested by the Contracting Authority in relation to equality or their management of equality.
 - Monitor staff, volunteers and sub-contractors to ensure they meet the organisation's equality obligations.
 - Monitor the service to ensure it is meeting the diverse needs of all service users.
 - Seek, collect, monitor and actively follow up complaints in relation to equality. The service should be adjusted in response to the complaint(s) where appropriate.
 - Disclose any written or verbal complaints and/or any finding of unlawful discrimination that have been made against the organisation regarding the delivery of the agreement in relation to equality. This includes any complaints that relate to age, disability, race, religion or belief, gender, gender reassignment, sexual orientation, pregnancy and maternity or marriage and civil partnership.

17. INFORMATION AND DATA SECURITY

17.1 The Contractor must:

- a) Ensure that all data and information, both held in electronic or paper form, either provided by the Contracting Authority or the debtor, is held securely throughout the contract period and in line with Contracting Authority policy and data handling guidelines and remain confidential.
- b) Ensure full compliance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulations.
- c) Only use the data and information for the sole purpose of carrying out the work specified in this document. It must not be used for any other purpose or shared with any other third party.
- d) Where, as part of the review, the Contractor deems it necessary to share information or data with a third party, prior authorisation must be obtained from the Contracting Authority. The third party must be informed that it needs to maintain the same data security standards as described in this specification and that the third party must not use the data for any other purpose other than that specified in this document or share it with any other third party.
- e) Ensure full compliance with Payment Card Industry Data Security Standards (PCI DSS)

By virtue of paragraph(s) 3, 4, 5 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is exempt

This page is intentionally left blank