

## **Appendix 1**

### **Provision of Service Provider Services for The London Borough of Haringey for the receipt and recovery of Parking & Traffic Warrants of Control**

#### **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 and 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 Agency service is provided.
- 1.2 This Specification describes the service required and the standards expected from the Service Provider(s), providing an Enforcement Agency service in respect of recovery of Parking & Traffic Penalty Charge Notices.
- 1.3 For ease of reference within this Specification all Orders or Warrants to collect the debt shall be known as a Recovery Order(s). This includes but is not limited to Warrants of Control and Parking Penalty Charge Notices and in all cases the relevant legislation governing each one 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 Recovery 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 Recovery Order for that case or any other case(s).
- 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 the 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. The overall aim is maximum recovery with appropriate safeguards.
- 1.6 The Contracting Authority is committed to providing a quality service and expects each Service Provider 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 Service Provider's initial contact with the debtor must be with the intention of obtaining immediate and full payment, but always with due consideration to those potentially vulnerable or in financial hardship. The Contracting Authority requires the Service Provider to be fully compliant with The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020 and associated guidance.
- 1.8 The Service Provider 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 It is proposed that at the commencement of the contract up to six Service Providers are onboarded. The highest scoring three Service Providers at tender evaluation stage will be “active” with the remaining Service Providers being “reserves”.

“Active” Service Providers can be replaced by “reserve” Service Providers due to performance failures (see section 14).

- 1.10 With regard to the allocation of recovery orders, the Contracting Authority will initially endeavour to allocate 33% of the total volume of recovery orders to each “active” Service Provider subject to the PCNs in question having been trace/address checked by a Service Provider.

It is critical that the Service Provider(s) work in partnership with the Contracting Authority to maximise the ability to drive down debt within the Borough, therefore the % share of cases allocated to each Service Provider will be adjusted (down or up) monthly, based on performance, monitoring and review (section 14).

For the avoidance of doubt the Contracting Authority will provide a higher proportion of new cases to the Service Providers with the highest percentage recovery (by number of Recovery Orders paid in full) and/or those Service Providers achieving compliance with the KPIs (please see section 14).

The final allocation of work always remains with and at the discretion of the Contracting Authority and with the discretion to always substitute the lowest performer over a month with a current “reserve”, when the lowest performer will take the place of the reserve (please see 1.9). Work already allocated will remain allocated and must be worked even by a Service Provider even where deemed a “reserve”.

- 1.11 The Contracting Authority's decision around the recycling of warrants after 6 months will be based on the ability of any Service Provider (reserve or otherwise) to be able in the opinion of the Contracting Authority to process the volume of related cases whilst also in the opinion of the Contracting Authority offering the most likely/highest chance of recovery.

- 1.12 To confirm, the Contracting Authority does not commit to nor give any guarantees as to the number of cases awarded to any Service Provider(s).

## **2. GENERAL REQUIREMENTS**

- 2.1 The Service Providers will be responsible for bearing the costs of any prevailing TEC fees (£10.00 as of April 2025) relating to warrants allocated to them for processing. The Contracting Authority will retain the commercial relationship with the Traffic Enforcement Centre and will recover our costs by invoicing the respective Service Providers one month in arrears for an amount equal to the TEC fees linked to Warrants allocated to the Service Provider in that period.
- 2.2 Prior to registering cases as debts with the Traffic Enforcement Centre, the Contracting Authority requires trace/address checks to be performed against all relevant cases, to ensure that there is a reasonable chance of recovering some or all

of the outstanding debt and that TEC fees are not incurred unnecessarily by any party.

Unfortunately, the Contracting Authority's Parking IT system (Taranto as of April 2025) can only pass trace/address check cases to a single Service Provider.

Therefore:

- Trace/address check batches will periodically be generated by the Contracting Authority's Parking IT System.
- The Contracting Authority may rotate trace/address checks with each Service Provider processing 100% of trace/address checks for 3-month periods (or any other period deemed necessary by the Contracting Authority) before this process is cycled to the next Service Provider and/or until such time as the IT system allows more flexibility.
- Service Providers must accept the trace/address check results carried out by another Service Provider due to the constraints in IT.
- The Contracting Authority reserve the right to withdraw the rotation of trace/address checks by multiple Enforcement Agencies and allocate 100% such checks to a single Service Provider for the duration of the contract.

Service Providers must keep trace/address check results for audit by the Contracting Authority or agent(s) acting on its behalf.

2.3 As part of the "On boarding process", each Service Provider will need to develop an interface to the Contracting Authority's parking IT system. This is mandatory to:

- Receive details of any Recovery Orders.
- Provide cases status updates and details of any payments to the Contracting Authority's Parking IT System.
- Allow Recovery Orders to be withdrawn / held / recycled.
- Carry out pre-debt trace/address checks

Please refer to the Bailiff Interface Specification document.



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- 2.4 The Service Provider must have a dedicated ANPR vehicle operating exclusively in Haringey from the hours of 6.00 a.m. to 5pm from Monday to Saturday. The Service Provider must also operate ANPR vehicles separately outside the borough boundary and demonstrate via the relevant KPIs (see section 14) how the deployment of ANPRs is continually maximising recovery.
- 2.5 The Service Provider must review and respond (by attending within 1 hour) to email alerts that are generated from the Contracting Authority's IT system whenever a vehicle with an outstanding Recovery Order(s) is observed by a CEO. The Service Provider must demonstrate via the relevant KPIs (see section 14) how the timely response to such alerts is continually maximising recovery.

### **3. APPOINTMENTS AND TRAINING OF ENFORCEMENT AGENCIES & CONDITIONS OF SERVICE**

- 3.1 The Service Provider must be a member of the Civil Enforcement Association (CIVEA), Credit Services Association, and the British Parking Association. Service Providers are also encouraged to hold the following accreditations or be actively working towards them at the commencement of the contract:
- 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
- 3.2 The Service Provider must be registered under and conform to all the requirements of the Data Protection Act 2018 and GDPR.
- 3.3 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.
- 3.4 The Service Provider(s) must 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.
- 3.5 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.
- 3.6 The Service Provider 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.
- 3.7 Enforcement Agencies must be able to advise debtors where they can obtain debt advice within their area, including but not limited to a referral to National Debtline. In addition, making debtors aware that “Breathing Space” may be available via a suitably qualified debt adviser.
- 3.8 Enforcement Agents must be dressed smartly, and behave in a courteous, professional and discreet manner always.
- 3.9 All vehicles used by the Enforcement Agencies shall carry appropriate insurance.
- 3.10 The successful Service Provider(s) will be required to attend any address in England and Wales to enforce the debt on behalf of the Contracting Authority.

#### **4. INFORMATION TO DEBTORS**

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

- 4.2 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.
- 4.3 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. All documentation must clearly state the PCN(s) number(s) to which the document(s) relate.
- 4.4 The Service Provider 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 or Service Provider to keep all receipts to verify any payments made. All receipts must clearly state the PCN(s) number(s) to which the receipt relates.
- 4.5 All agreements made by the Service Provider acting on behalf of 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.
- 4.6 All correspondence must include a schedule of fees that may be charged by Enforcement Agents in accordance with Taking Control of Goods (Fees) Regulations 2014.
- 4.7 All notices issued by the Service Provider(s) must identify the debt that is being collected and the appropriate Contracting Authority PCN number(s).

## **5. CONFIDENTIALITY AND ACCESS TO INFORMATION**

- 5.1 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 5.2.
- 5.2 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.
- 5.3 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.
- 5.4 All information acquired by the Service Provider(s) 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.
- 5.5 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.

- 5.6 The Contracting Authority shall have access to the Service Provider'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.
- 5.7 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.
- 5.8 An acknowledgement receipt of all instructions must be electronically transferred to the Contracting Authority within 24 hours of receipt in a form and manner (currently email) specified by the Contracting Authority.
- 5.9 To enable secure and accurate case issue, return and payments, the Service Provider must be able to interface with the Contracting Authority's Parking IT System; (as of April 2025 Taranto) and any relevant cash receipting system.
- 5.10 The Service Provider 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.
- 5.11 The administration and storage of all data and documentation shall be conducted in a secure environment to which Contracting Authority officers and their auditors can have access following reasonable notice. The cost of keeping data secure is that of the Service Provider.
- 5.12 All data remains the property of the Contracting Authority.
- 5.13 The Service Provider(s) must have a robust disaster recovery plan to ensure continuity of service is maintained for the Contracting Authority in the event of electronic system failure or cyber-attack.
- 5.14 The Service Providers(s) must assist the Contracting Authority where there is a requirement to respond to a freedom of information request. Where the Contracting Authority requires a written response, the provider must provide this within 48 hours of the Contracting Authority requesting it.

## **6. MEANS OF COMMUNICATION**

- 6.1 The Service Provider(s) must 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.
- 6.2 The Service Provider(s) must appoint a client contract Manager responsible for the performance of the contract and have other suitably qualified staff involved in the day-to-day administration of the contract. The Client contract Manager shall attend monthly client meetings or as and when requested by the Contracting Authority and

ensure the monthly statistics are produced and sent on time to the Contracting Authority. These meetings will usually take place at Contracting Authority premises, or via Microsoft Teams, unless an alternative is agreed by the Service Provider with the Contracting Authority.

- 6.3 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 09:00 and 20:00 Monday to Friday and 09:00 to 17:00 Saturday.
- 6.4 The service provider(s) shall make available a client telephone number and email address for authorised members of the Contracting Authority's compliance/processing team(s) 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.
- 6.5 The Enforcement Agent taking control of goods must be contactable at all times so that they can receive instructions.
- 6.6 If the Service Provider(s) is instructed to return a case to the Contracting Authority 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 Contracting Authority. 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 Contracting Authority to review and remove holds where appropriate.
- 6.7 The Service Provider 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 Order would cause severe hardship to the debtor.
  - (g) the debtor appears to be pregnant and/or in the final stages of pregnancy.

See Section 16 Vulnerability.

- 6.8 The Service Provider(s) must respond immediately to a request by the Contracting Authority (e.g. to stop action) and these must 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 Enforcement Agent has the most up to date information whilst out on visits.

## **7. COMPLIANCE STAGE**

- 7.1 The Service Provider(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. (Please refer to section 2.3 for details of the IT interface that needs to be established between respective systems).

- 7.2 On receipt of the instruction the Service Provider/s must issue the Statutory Notice of Enforcement by day 2 and add the £75 (or the prevailing lawful amount) Compliance Fee to the outstanding balance.
- 7.3 The Compliance Period will comprise:
- Statutory NOE issued by day 2.
  - Reminder (by way of letter and/or email and/or SMS) issued by day 7.
  - Enforcement and visit(s) to commence at day 14.
- 7.4 At the Compliance stage the debtor must be written to and contacted by phone (where available) to make contact and be advised of the consequences of non-payment.
- 7.5 The Service Provider shall make no additional charge (other than the set Compliance Fee) to the debtor for the setting up and administration of payment arrangements.
- 7.6 Where contact is made, payment in full should be sought before considering an arrangement.
- 7.7 Arrangement terms must be no longer than 12 months unless agreed by the Contracting Authority to extend beyond this.
- 7.8 For all arrangements the Service Provider 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.
- 7.9 Where an instalment arrangement has been agreed but is not kept, the Service Provider shall contact the debtor and invite the debtor to give their reasons for the failure to pay.

## **8. ENFORCEMENT STAGE**

- 8.1 At the enforcement stage the Service Provider will carry out a first visit to the debtor's address at day 14. If no contact is made with the debtor, a follow up visit must be rescheduled within 7 days. If there is no positive outcome, 2<sup>nd</sup> and subsequent visits will be effected after that rescheduled visit is complete. 3 visits must take place within 6 months of the receipt of instructions. Before seeking access to any premises, the Service Provider must establish whether the debtor named on the Recovery Order still occupies the premises.
- 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 Service Provider(s) trace process are to be provided to the Contracting Authority on request. The Service Provider will be required to manage the resealing of a warrant unless the Contracting Authority advises otherwise.



- 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 Service Provider /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 must always 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 must 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 the 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. No visits are permitted without fully functioning BWV. In the absence of recording mobile phone conversations via the mobile phone, the BWV device must be used instead. No interaction with the debtor or relevant 3<sup>rd</sup> party is to take place without being recorded and always with notice being given (at the earliest opportunity) that video and audio recording is taking place.

Video and audio recordings must be provided to the Contracting Authority upon request and within 48 hours, to allow the Contracting Authority to respond to complaints and for quality assurance purposes.

- 8.13 The Enforcement Agent shall not take control of goods immediately where 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 Service Provider shall contact the Contracting Authority, whilst at the property, for further instructions.

- 8.14 The Enforcement Agency 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 Service Provider 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 and within a period of 6 months beginning when the instruction was received. 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 Agency 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 (or prevailing amount) 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 No vehicle must be clamped or removed where a valid blue badge is displayed or where there is an active Haringey virtual blue badge linked to the vehicle (a check must be made to the contracting authority to ascertain any link between the vehicle and a virtual blue badge). Where enforcement action is prevented on these grounds the incident/case needs to be logged and referred back to the Contracting Authority.

## **9. METHODS OF PAYMENT**

- 9.1 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, banker's 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.
- 9.2 The Service Provider shall be responsible for the cost of all debit and credit card "charge backs" i.e. once cleared and remitted the Service Provider cannot recover the cost of the PCN from the Contracting Authority. The dispute process and resolution of charge backs is the responsibility of the Service Provider.

## **10. ENFORCEMENT AGENCY CHARGES / FEES AND EFFECT OF ALTERNATIVE PAYMENT METHODS**

- 10.1 The Service Provider charges must not exceed such sums as are set out in supporting legislation.
- 10.2 Where instructions are received from the Contracting Authority to suspend action, the Service Provider must ensure that the debtor and Contracting Authority incur no further costs of any kind.
- 10.3 In order to secure payment the Service Provider(s) may enter into any arrangement with a debtor providing it is firm but realistic. The Service Provider shall provide the debtor with means of making immediate payment or an offer of payment and the opportunity to sign a controlled goods agreement.
- 10.4 The Service Provider shall exercise discretion in agreeing to payment arrangements. Unless permission is granted by the Contracting Authority, arrangements should not exceed 12 months.

The Service Provider 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.

- 10.5 Debtors refusing to sign a Controlled Goods Agreement shall be faced with immediate removal of goods.
- 10.6 The Service Provider must make no charge to the debtor for the setting up and administration of payment arrangements.
- 10.7 The Service Provider(s) shall account for all monies collected and remit to the Contracting Authority within 7 days of clearance. This should also be supported by reconciliation report to be shared with an agreed distribution list and in a format as per the reports detailed in Appendix 1 of this document.

- 10.8 The Service Provider(s) must ensure that broken arrangements are monitored and dealt with swiftly when broken.
- 10.9 Cases must be returned via Taranto messaging using the appropriate reason code as per the Bailiff Interface Specification (section 2.3) and processes and documentation laid out during the on-boarding process. In the case of an expired recovery order 12 months after the order being produced and where the Contracting Authority so chooses, after 6 months, in order to reallocate the relevant recovery order(s) to another provider.

## **11. REMOVAL AND SALE OF GOODS**

- 11.1 The Contracting Authority operates a virtual parking permit system and in particular a virtual blue badge. A check must be made to ensure a vehicle with a linked valid virtual blue badge permit is not clamped or removed, unless with specific approval to do so. Approval must be sought prior to the vehicle being scrapped or sold.
- 11.2 The Service Provider must take all steps possible to obtain the best price and must impose a reserve price at any auction when required to do so by the Contracting Authority, under this specification or otherwise. The Service Provider 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.
- 11.3 The Service Provider 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.
- 11.4 Where a sale has taken place, the Service Provider shall report to the debtor the place and times of the sale and the price of each item that has been sold.
- 11.5 Where the Service Provider 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 Service Provider 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.
- 11.6 Auctioneers must be members of NAVA (National Association of Valuers and Auctioneers).
- 11.7 Where goods are removed for sale a fee of £110 (or the prevailing amount) should be charged, plus 7.5% VAT of the sum to be recovered where the amount exceeds £1500.
- 11.8 Should any appeal against taking control of goods be brought by the debtor in a Magistrates court or High court, the services provider(s) must 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 the Contracting Authority.

## **12. COMPLAINTS**

- 12.1 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 Agency's Head Office telephone number shall appear on all correspondence and all leaflets provided by the Enforcement Agents to the debtor. The case shall be placed on hold whilst the complaint is investigated.
- 12.2 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.
- 12.3 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.
- 12.4 All complaints that are received by the Service Provider(s) must be acknowledged within 2 days of receipt and responded to in writing no later than within 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 Service Provider from an MP/Contracting Authority or/CIVEA, are to be reported to the Contracting Authority immediately. In these instances, the Contracting Authority shall wish to review the response by the Service Provider prior to it being issued.
- 12.5 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.
- 12.6 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.
- 12.7 If the complaint relates to Enforcement Agent or Service Provider conduct and the case is proven, the Contracting Authority may request that the Enforcement Agent is removed from the contract and further action taken.

### **13. ADMINISTRATION**

- 13.1 The Service Provider(s) 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.
- 13.2 The Service Provider 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 Contracting Authority on demand.
- 13.3 Any insolvency/bankruptcy notice relating to a debtor, which is notified to the Service Provider shall immediately be notified to the Contracting Authority for further instruction.
- 13.4 Where a property is found by the Service Provider to be unoccupied, all relevant details (e.g. sale board, agents, condition of property etc) shall be immediately reported to the Contracting Authority via the Service Provider's online portal.
- 13.5 All PCN revenue received by the Service Provider(s) shall be remitted to the Contracting Authority on a weekly basis, 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. Reconciliation reports must be in the format shown in Appendix 1 of this document.  
  
"Chargebacks" or other forms of invalid payment will remain the responsibility and liability of the Service Provider.
- 13.6 Cases in respect of PCN's shall be returned to the Contracting Authority after 12 months (or earlier, if so requested by the Contracting Authority), unless a reasonable extended arrangement has been agreed with the Debtor. In this regard, the Service Provider(s) shall gain approval from the Contracting Authority 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.
- 13.7 Where it is not possible to effect taking control of goods, the Recovery 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 remit list sent to the Contracting Authority.
- 13.8 Where the debtor is not at the address supplied by the Contracting Authority, the Service Provider(s) must take reasonable steps to trace the debtor and collect the PCN charge 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. The Service Provider will be responsible for resealing the warrant unless instructed otherwise by the Contracting Authority.
- 13.9 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 all PCNs at no additional cost to the Contracting Authority. Checks should be properly documented, on file and available to authorised officers via the online portal.

- 13.10 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.
- 13.11 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.
- 13.12 Administration and storage of data shall be conducted in a secure environment and in accordance with section 4 above.
- 13.13 All employees of the Service Provider(s), who deal with Parking Penalty Charge Notices shall have sufficient knowledge of the relevant legislation to allow them to deal with the matter correctly.
- 13.14 Copies of all letters, forms and stationery to be used by Service Provider shall be submitted to the Contracting Authority for approval prior to its use.
- 13.15 The Service Provider 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.
- 13.16 Case 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. (Please refer to section 2.3 for details of the IT interface that needs to be established between respective systems).
- 13.17 The Service Providers(s) should return all unsuccessful cases within the timescales set out within 10.9.

#### **14. MONITORING AND REVIEW**

- 14.1 Monthly Performance Review meetings will be held with each Service Provider to monitor and assess compliance with this specification and performance in general.

14.2 The following Key Performance Indicators will apply to the successful Service Providers at the commencement of the contract:

Financial KPIs	Overall Performance
KPI 1: % recovery by number of fully paid recovery orders vs total number of recovery orders issued to date across all batches	Measured as an overall %age
KPI 2: % recovery by number of fully paid and partially paid (where an instalment plan is active across all batches	Measured as an overall %age
KPI 3: % of “warrant alerts” attended with 1 hour with and without a positive outcome (payment, clamping and/or removal).	Measured as an overall %age
(Financial KPIs will have an initial 3-month KPI let period.	

	Target Performance Level 99%	Minor KPI Fail 97 to 98%	Serious KPI Fail 96 to 97%	Severe KPI Fail 95 to 96%	Critical KPI Fail Below 96%
Operational KPIs	Service Points:	Service Points:	Service Points:	Service Points:	Service Points:
KPI 4: % of statutory NOE issued by day 2.	0	1	2	3	4
KPI 5: % of reminders issued by day 7.	0	1	2	3	4
KPI 6: % of enforcement visits carried out by the Service Provider between days 14 – 21 following receipt of the recovery order and % compliance with the Service Provider’s own	0	1	2	3	4



enforcement plan submitted as part of the relevant tender.					
KPI 7: % of planned visits “aborted” due to the absence of video and/or recording devices.	0	1	2	3	4
KPI 8: % of requested responses provided to the Contracting Authority within 48 hours.	0	1	2	3	4
KPI 9: % ANPR deployed hours vs agreed deployment plan	0	1	2	3	4
(Operational KPIs will have an initial 1-month KPI let period.					

- 14.3 Should a Service Provider
- a) Underperform by 5% or more from the average (for “active” Service Providers) for KPIs 1,2, or 3 or
  - b) Accrue more than six Service Points over a rolling 3-month period for KPIs 4-9

then a supporting rectification plan must be produced. Failure to resolve the actions laid out in the rectification plan within its agreed timescales will result in the Service Provider’s status being changed to “reserve” and the next “reserve” Service Provider being upgraded to “active”.

Service Providers switched from “active” to “reserve” will be moved to the position of the last “reserve”.

“Reserve” Service Providers will not receive Recovery Orders for new debtors, however they will still continue to receive additional Recovery Orders for customers that they are already dealing with. This will ensure that a repeat debtor will only need to deal with a single Service Provider.

- 14.4 The Contracting Authority reserves the right to decide the % of recovery orders allocated to each Service Provider. Decisions will be primarily based on performance against the conditions laid out in this document and measurement against section 14 of this document.

The Contracting Authority will initially endeavour to allocate 33% of new Recovery Orders to each “active” Service Provider. However, this cannot be guaranteed as once a Recovery Order for a given VRM has been allocation to a given Service Provider then additional Recovery Orders will also be allocated to the same Service Provider.

On a monthly basis, any Service Provider scoring 5% less than the average for all Service Providers for KPI1 will have their allocated case load reduced by 50%

Should the Contracting Authority reduce the allocation of recovery orders to any Service Provider due to failure to meet KPIs or conditions laid out in this specification then the underlying reasons will be made clear to the respective Service Provider.

This reduction in allocation of recovery orders will remain until such time that the Service Provider has demonstrated to the Contracting Authority’s satisfaction (typically at a Monthly Review meeting, that the underlying issues have been resolved.

- 14.5 The Service Provider(s) shall provide monthly management reports for performance monitoring purposes detailing KPI performance (for a rolling 3-month period) as laid out in 14.2 as a minimum. Reports must be provided within 5 days of month end.
- 14.6 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.
- 14.7 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.

- 14.8 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. This includes but is not limited to the example reports shown in Appendix 1 of this document.
- 14.9 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.
- 14.10 This specification document is subject to review and amendment as the Contracting Authority deems necessary.
- 14.11 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.
- 14.12 The Contracting Authority may share performance standards with other service providers to include but not limited to cash collection, percentage of returns and cases outstanding. The Contracting Authority will have its own monitoring processes in place and the service provider(s) will comply with any request for improvement.
- 14.13 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 portal for a period of 1 year.

## **15. INVOICES**

- 15.1 VAT shall be payable, where applicable, by the Contracting Authority on statutory fees collected by the Service Provider(s).  
Supporting invoices should be submitted alongside the weekly payment schedules.
- 15.2 Where statutory fees have been paid direct to the Contracting Authority, separate invoices shall be supplied for remittance of fees to the Service Provider, and for VAT, if applicable, payable on those fees.

## **16. VULNERABILITY**

- 16.1 The identification of vulnerability does not excuse someone from paying a debt which they are legally obliged to pay. It does, however, mean that the Contracting Authority and Service Provider will provide additional support in understanding the debt, and aim to minimise undue distress. Cases must be assessed and dealt with on a case-by-case basis.
- 16.2 Upon making contact for the first time, the Service Provider must 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 stages of pregnancy or immediately 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, and all individual cases will still have to be considered on merit.

Depending on the nature of the identified vulnerability, there are a number of additional measures that the Contracting Authority may feel it is appropriate to make and issue a direction accordingly:

- Allowing longer to pay.
- Referral to independent advice and guidance.
- Temporarily halting enforcement action.

16.3 The Service Provider must inform MASH of any safeguarding concerns.

16.4 The Service Provider will have a dedicated welfare team with clear procedures around identifying and supporting those identified as vulnerable.

## **17. EQUALITY REQUIREMENTS FOR PROVIDERS**

17.1 The Contracting Authority will require the Service Provider(s) 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.

- 17.2 The Contracting Authority will require the Service Provider(s) to keep up to date with relevant legislation.
- 17.3 The Contracting Authority will require the Service Provider(s) to comply with the provisions of the Human Rights Act 1998.
- 17.4 Throughout the duration of the contract, the Service Provider(s) 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 agents 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.

## **18. INFORMATION AND DATA SECURITY**

- 18.1 The Service Provider 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)
  - f) Allow the Contracting Authority to review the customer facing elements of the Provider systems before go-live, to ensure accessibility and branding are acceptable.
  - g) Allow the Customer to commission penetration test of any Debtor facing portal(s)

## Appendix 1 Sample Reports



Weekly Remittance -  
Haringey.xls



Monthly Remittance  
Summary.xls



Monthly London  
Borough of Haringey



Monthly -  
Arrangement- March



Batch Status Paid  
Report.xlsx