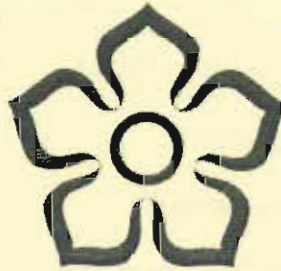


ESPO 984LC Appendix 2

Dated

9th January

201*2*



Leicester
City Council

LEICESTER CITY COUNCIL

AND

EQUITA LIMITED

FRAMEWORK AGREEMENT

relating to

Bailiff Services

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THIS FRAMEWORK AGREEMENT is made as a deed

Dated *9th January* 2012

BETWEEN

- (1) **LEICESTER CITY COUNCIL**, whose administrative offices are situated at New Walk Centre, Welford Place, Leicester LE1 6ZG ("the Council") and
- (2) **EQUITA LIMITED** (Company No: 03168371) whose registered office is situated at 42-44 Henry Street, Northampton, Northamptonshire NN1 4BZ ("the Provider")

1. BACKGROUND

Framework of Providers

- 1.1 The Council is setting up a framework of providers to provide a range of specialist bailiff services for the collection and enforcement of unpaid Council Tax, Business Rates (National Non-Domestic Rates), as defined in Lot 1 Parking and Traffic Debt Enforcement as defined in Lot 2 and Sundry Debts as defined in Lot 3 below ("Framework Services") which it can call upon on a ad hoc basis for the benefit of the Council and Clients listed in this Framework Agreement.

ESPO Rebate

- 1.2 Under this Framework Agreement the successful Provider shall pay a rebate of 0.05% of the total annual debt recovered by that Provider (excluding VAT) on behalf of the participating Council and Clients, to the Eastern Shires Purchasing Organisation. Unless otherwise agreed, such payment will be made annually, on the anniversary of this Framework Agreement Commencement Date, and will be based upon the overall actual value of business conducted against the contract during the preceding period

Role of this Framework Agreement

- 1.3 This Framework Agreement is intended to govern the on-going relationship between the Parties generally and in connection with any request from the Council or a Client to provide Services in particular.

2. DEFINITIONS AND INTERPRETATION

Definitions

2.1 In this Framework Agreement, the following expression shall have the following meanings:-

“Agreed Rates” or

“Agreed Sum” means the rates or sum (as the case may be) for the provision of individual Services for the Council or a Client by the Provider calculated as identified and set out in Schedule 5

“Appointment Terms” means the separate terms which will apply to the engagement of the Provider by the Council or a Client pursuant to any Order for Services in relation to any individual and which are set out in Schedule 1 and which together with the Order for Services forms a binding contract between the Council or a Client and the Provider for the provision of Services

“Client(s)” means North West Leicestershire District Council, Leicestershire County Council, Rutland County Council, Harborough District Council, Hinckley & Bosworth Borough Council, Oadby & Wigston Borough Council, Blaby District Council, and Melton Borough Council

“Client Representative” means the Client’s representative as set out in the Order for Services

“Commencement Date” means 1st November 2011

“Contract Documents” means the contract documents attached hereto at Schedules 3 and 5

“Invitation to Tender” means the invitation to be selected to tender for the Services which had a closing date of 25 August 2011.

“Fee” means the Provider’s fee for the performance of the Services for the Council or a Client pursuant to an Order for Services and based on the Agreed Rates/Agreed Sum

“Framework Agreement” means this framework agreement and its schedules.

“Framework Manager or Nominated Representative” means Revenues and Benefits Manager, Revenues & Benefits Service,

“Framework Services” means the range of services covered by this Framework Agreement as set out in the Contract Documents

“Lot” means

“Lot 1” Council Tax and Business Rates (including, where applicable, Business Improvement District levy)

“Lot 2” Parking and Traffic Debt Enforcement

“Lot 3” Sundry Debts. These are all sums due to the Council including Housing Benefit Overpayments and former tenant arrears but excluding those debts specified in Lots 1 and 2

“Order for Services” means an order for services issued by the Council or a Client to the Provider (to contain the same information as that set out at Schedule 2 and for the avoidance of doubt any terms that may be appended to the Council’s or a Client’s order are of no effect and the Appointment Terms are to apply) and which together with the Appointment

Terms forms a binding contract between the Council or a Client and the Provider for the provision of Services

"Parties" means the Parties to this Framework Agreement and Party shall be construed accordingly

"Bailiff Job(s)" means any bailiff job in relation to which the Services are to be provided by the Provider to the Council or a Client

"Services" means the services to be provided by the Provider for the Council or a Client in relation to any actual or proposed Bailiff Job as more particularly described in any Order for Services

"Single Select Terms" means the terms to be applied for the award of a contract for the provision of Services without re-opening competition as set out at Schedule 6

"Working Days" means any day on which banks are generally open for business (other than Saturdays, Sundays or public holidays)

2.2 References to clauses and schedules are references to clauses of and schedules to this Framework Agreement.

2.3 The provisions of the schedules are incorporated in this Framework Agreement.

2.4 Unless stated otherwise, reference to "parties" in this Framework Agreement are references to the Council and the Provider and "party" shall be construed accordingly.

2.5 Reference to the singular includes the plural and vice versa and references to any gender includes both genders.

2.6 References to a person includes any individual, firm, unincorporated association or body corporate.

2.7 The headings in this Framework Agreement are included for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

2.8 Any periods of time referred to in this Framework Agreement and expressed in days shall refer to calendar days unless stated otherwise.

2.9 Any reference to any statute or any section of any statute includes any statutory extension, amendment, modification, consolidation or re-enactment and any statutory instrument, order or regulation made under any statute for the time being in force.

3. TERM OF THIS FRAMEWORK AGREEMENT

Expiry

3.1 Subject to earlier termination in accordance with Clause 9, this Framework Agreement shall commence on the Commencement Date and shall continue for an initial term of four years until 31st October 2015 unless extended in accordance with Clause 3.2 or terminated in accordance with 9

Option to extend

- 3.2 The Council may give notice to the Provider at any time before the expiry of this Framework Agreement in accordance with Clause 3.1 to extend the period of this Framework Agreement for a further period of upto two yearly increments (a term of six years in total) .If the Council wishes to exercise this option it must give six months notice prior to the expiry date referred to in Clause 3.1.

4 SELECTION OF PROVIDERS TO PROVIDE SERVICES FOR A CLIENT

Method of selection of providers

- 4.1 Where the Council or a Client considers that it may or will require the performance of Services the selection of a Provider from those appointed under this Framework Agreement shall be made by either of the following two procedures.

4.2 Procedure 1 – without competition

- 4.2.1 This procedure may be used where the terms of the contract to be awarded are capable of being precisely ascertained by the application of the terms laid down in this Framework Agreement (including Fee). In all other cases Procedure 2 shall be used.

- 4.2.2 The Council or a Client shall select the Provider from those providers appointed under the relevant Lot using the Single Select Terms (“the Preferred Supplier”).

- 4.2.3 The Council or a Client shall contact the Preferred Supplier to assess whether the Provider has capacity (in terms of suitable resources, methodology and the quality and experience of the individuals involved) to provide the Services.

- 4.2.4 NOT USED

- 4.2.5 If the Council or a Client decides, as a result of the assessment carried out under 4.2.3 above that the Preferred Supplier is not able to provide the Services or if the Provider does not wish to be selected for the Bailiff job or if the Provider does not respond within the allocated time period then the Council or a Client shall, if it still wishes for the performance of the Services, approach the Provider appointed under the relevant Lot providing the next most economically advantageous offer from the point of view of the Council in like manner to the procedure set out in 4.2.2 and 4.2.3 above and so on until a Provider has been selected.

- 4.2.6 The Council or a Client shall inform the Provider of its decision in writing.

- 4.2.6 (A) The Council or a Client will apply the standstill period if required by any relevant law.

Procedure 2 – mini – competition

- 4.2.7 Consultations, invitations and tenders may be provided by the Council or a Client directly by fax or electronic means. Responses will be submitted by the Providers by fax or electronic means unless otherwise stated by the Council or a Client. The Council or a Client shall consult in writing all Providers appointed under the relevant Lot capable of performing the

Services and invite them within a time limit specified by the Council or a Client to submit a tender in response to a specification of service requirements (which may include more precisely formulated terms to reflect the particular circumstances of the case) based on this Framework Agreement.

- 4.2.8 The time limit set under Clause 4.2.7 above shall take account of the complexity of the subject matter of the Project and the time needed to send in tenders.
- 4.2.9 Without Prejudice to the generality of Clause 16 the Council or a Client shall keep each tender confidential until the expiry of the time limit for the receipt by the tenders.
- 4.2.10 The Council or a Client shall award the resulting Order for Services on the basis of the responses to the invitation to tender in accordance with the criteria set out in the Invitation to Tender focussed and weighted as may be needed in the circumstances on a number of, or all, of the criteria listed below:
- 4.2.10.1 contract Management
 - 4.2.10.2 staff skills, qualifications, training and management.
 - 4.2.10.3 work methodology, processes and systems.
 - 4.2.10.4 approach and ability to meet the specification of service requirements insofar as these are not laid down by the terms of the relevant Framework Agreement
 - 4.2.10.5 cost and cost certainty
- 4.2.11 The award criteria shall be evaluated on the basis of the following weightings:

Criteria	Weighting (baseline 100%)
4.2.10.1	20%
4.2.10.2	10%
4.2.10.3	20%
4.2.10.4	20%
4.2.10.5	30%

- 4.2.12 Providers invited to participate in a mini competition process may be required to give presentation, and proposed staff may be interviewed by the Council or a Client as part of the selection process.
- 4.2.13 Where the Council or a Client considers that it may or will require the performance of Services it shall produce a specification of services requirements relating to the particular circumstances of the case and may consult the Provider and request it to supplement its tender if necessary having regard to the terms of this Framework Agreement in order to reflect the specification of service requirements.
- 4.3 Providers may be required to give presentations, and proposed staff may be interviewed by the Council or a Client as part of the appointment process.

4.4 If required by law the Council or a Client will only be able to issue an Order for Services under this Procedure 2 after a standstill period has elapsed, from the initial notification to the Provider of the success of their bid.

4.5 - 4.6 NOT USED

Costs

4.7 All Providers invited to participate in the mini competition process, or who are invited to submit a tender or supplemented tender or who are invited to respond to consultation will be responsible for their associated costs.

Issue of an Order for Services

4.8 If the Council or a Client is required to apply the legal standstill period as referred to in Clause 4.4 or subject to Clause 4.2.6 (A) following selection of a Provider immediately after a direct selection or otherwise as prescribed by this Framework Agreement the Council or a Client shall issue an Order for Services based on the service specification, the terms of this Framework Agreement, and the terms of the tender.

Effect of the issue of an Order for Services

4.9.1 For the Council upon the issue of any Order for Services, the Provider shall counter-sign and return the relevant Order for Services to Council. Notwithstanding any failure to counter-sign the Order for Services or any delay in so doing, the issue of the Order for Services shall constitute a binding contract between the Council and the Provider for the Services at the Fee previously agreed and set out in the Order for Services.

4.9.2 For the remaining Clients, there may be different systems in each case governing the issuing of orders and these will be discussed and agreed with the successful Provider in each case

Notification of failed providers

4.10 If the Council or a Client shall decide to accept a tender it shall notify, in writing, all other potential providers who were invited to respond (if any) of their failure to be selected.

5. CHANGING THE AGREED RATES

5.1 Rates (reasonable costs) will be fixed for 12 months. Where necessary, the Provider may apply thereafter for a review of the agreed rates (reasonable costs) with the Council or a Client. Where necessary, the Provider may apply for a review to statutory charges with the Council in response to changes in these with supporting evidence using the Change Request Procedure at Annex 2.

5.2 Unless agreed otherwise in any Order for Services the provisions of Clause 5.1 shall not apply to the Agreed Rates and Fee applicable to that Order for Services once the relevant Order for Services has been issued by the Council or a Client.

6. MONITORING OF PERFORMANCE

6.1 Measurement of Provider's performance

Monitoring by the Council

- 6.1.1 Throughout the period of this Framework Agreement, the performance of the Provider in relation to any Bailiff Job shall be monitored by each relevant Client. Such monitoring may include but shall not be limited to obtaining feedback on the Provider's performance on any Bailiff Job. The Council reserves the right to share, with the Clients feedback and any other performance monitoring information which it obtains including for the avoidance of doubt the management information referred to in Clause 6.3.

Monitoring by Client(s)

- 6.1.2 The Provider's performance under any Order for Services may be monitored by the Clients

Records of performance monitoring

- 6.2 The Provider shall keep a written record of any performance monitoring carried out by the Council or a Client pursuant to or under any Order for Services.

Management Information

- 6.3 The Provider will provide management information to the Council or a Client according to a schedule agreed between the Provider and the Council or a Client. The information to be provided to the Council or a Client may include but not be limited to the following:

- 6.3.1 The Provider will be required to demonstrate at regular intervals that all service and performance levels stipulated in the Order for Services have been achieved.

- 6.3.2 The Council and each Client will set its own service and performance levels (which will be set out in the Order for Services in consultation with the Provider. The Provider shall be required to collect and provide statistical information and management reports to demonstrate its effectiveness in meeting those service / performance levels. The Provider should with its submission show examples of performance management information it currently provides to its clients for the type of debts included in this tender. The full details are contained in the specification but as an example for Lot 1, a minimum the following should be provided each calendar month (in excel form) and for each type of debt:

- A report on cash collection, against value of original debts - reporting cases on arrangement. The report, by period, should be able to distinguish (through number of cases and value) between direct payments, paid in full, Nulla Bona, no contact, gone away, client request / per guidelines, so that the appropriate (Gross or Net) collection rate can be calculated.
- A report showing all returned cases, the reason for return and those paid in full for the preceding month.

- A list of all cases on hold, with reason provided.
 - Progress reports on all cases held by current and previous years in order of their respective customer account numbers, detailing the customer's name, address, date received by Provider, total number of days held, stage of enforcement and number of days held at each stage, last payment date, total balance outstanding to the Provider and the total balance outstanding to the Council or a Client. In addition, separate reports should be provided showing progress on cases over 6 month and 12 months. In cases where no payment has been received, a just reason is required for why the Provider still retains the case.
 - A monthly report advising the Council or a Client of all employment/benefit details obtained by the Provider.
 - Details of all complaints received in a month / period, response times met / not met and if the individual complaint was upheld / not upheld, with a short summary of the reason(s).
- 6.3.3 The Council or a Client must be able to have access to extract reports from Provider's website that shows cases fully paid, arrangements, live cases, trace cases, hold cases and returns. In addition, the Provider may be required to provide a number of predetermined reports on a periodic or ad hoc basis detailing the activities carried out, collection statistics and case summaries, which can be further discussed upon appointment.
- 6.3.4 Senior Officers from the Council or each Client shall hold regular liaison meetings to discuss performance of the Order for Services, including recovery rates with the Provider. The frequency of the meetings and the agenda will be agreed between the Council and each Client Representative and the Provider. Collection levels will be monitored and will be a factor in the future percentage and distribution of work allocated to each Provider.
- 6.3.5 The Council or a Client will carry out regular monitoring of the Service, this will include interrogating cases to ensure all necessary actions were properly taken, checking only correct and payable fees have been charged, confirming visits took place and payments have been remitted to the Council or a Client, as required. Full support of the Provider is expected in providing any necessary information and assistance necessary. In particular, where the Council or each Client sends a report on cases where there has been no action or payment received over a long term, the Provider is to respond with a full explanation for each case on the report within 14 days. The Council or each Client may also carry out any direct customer survey following any action having been taken by the Provider

- 6.3.6 Where the Council or a Client Representative forms the opinion that the Provider has failed to meet the service and performance levels, he/she will notify the Provider in writing setting out the improvements required.
- 6.3.7 If the Provider fails to rectify the position within the period stated by the Council or a Client Representative, the Provider will be liable to reimburse the Council or a Client with any losses incurred. Where there is disagreement with the extent of those losses, the matter will be referred to an arbitrator nominated by the Council or a Client and acceptable to the Provider. The decision of the arbitrator will be binding. Where no agreement as to an arbitrator can be achieved, the Council or a Client reserves the right to terminate the Order for Services.
- 6.3.8 The above conditions will not apply where the Council or a Client determines that there has been a significant breach of the Order for Services. This would include items such as failure to make payments as set out in the Order for Services, or the Provider being the subject of any judgement affecting their capability of fulfilling the terms of the Order for Services, or any monetary judgement being made against them.
- 6.3.9 Other significant breaches would be the conviction of the Provider or its employees for offences relevant to this Order for Services or any similar Order for Services.
- 6.3.10 The Council's and each Client's internal auditors will have access to relevant records held by the Provider for audit purposes.

Evaluation Feedback

- 6.4 The Provider will comply with agreed evaluation and feedback procedures where appropriate.

7. CONTINUOUS IMPROVEMENT AND CO-OPERATION

Commitment to seek continuous improvement

- 7.1 The Provider shall, throughout the period of this Framework Agreement, look for and seek to achieve, in conjunction with other providers and others involved in the delivery of Bailiff Jobs with which the Provider is involved, continuous improvement in the quality of Services. This shall be reviewed annually by the parties and the parties shall seek to agree, in good faith, any change to the targets arising from the findings of such review. Any failure to agree shall be subject to the Dispute Resolution Procedure at Clause 10.

Participation in meetings etc

- 7.1.2 The Provider shall (at the reasonable request of the Council or a Client) contribute to the Council's or a Client's performance framework by providing briefings or other content related to the Bailiff Jobs in respect of which the Provider has been requested to work for the Council or a Client

and/or participate in meetings with the Council or a Client related to such Bailiff Jobs or the operation of this Framework Agreement generally.

- 7.1.3 The obligation in sub clause 7.1.2 includes discussing actual or potential improvements to the delivery of future Bailiff Jobs based on the Provider's experience of completed Bailiff Jobs. Such contribution and/or participation by the Provider shall be for no more than two days per year and shall be at no cost to the Council or a Client.

8 ASSIGNMENT AND SUBCONTRACTING

Assignment by the Council

- 8.1 The Council shall be entitled to assign or novate this Framework Agreement to any successor to its functions (and the Provider agrees to join in any written agreement which may be necessary to achieve this purpose) but shall not otherwise be entitled to assign the benefit of this Framework Agreement without the prior written consent of the Provider. such consent shall not to be unreasonably withheld.

Assignment by the Provider

- 8.2 The Provider shall not be entitled to assign any benefit or burden in this Framework Agreement either in whole or in part without the prior written consent of the Council. Where such consent is given, this may be subject to conditions at the direction of the Council.

Subcontracting by the Provider

- 8.3 The Provider shall not subcontract in whole or part the performance of obligations under this Framework Agreement without the express consent in writing of the Council other than to parties mentioned in the Provider's bid. The Provider may subcontract the partial performance of any Services under any Order for Services with the express consent of a Client, in accordance with the terms of the relevant Order for Services.

9 TERMINATION

Termination by the Council

- 9.1 The Council may terminate this Framework Agreement with immediate effect following any breach of its terms by the Provider or any breach by the Provider of the terms of any Order for Services (other than a breach which is notified to, and remedied by, the Provider within **15 working days** of the notice) or in the event of the Provider ceasing to carry on its business becoming insolvent, or having a liquidator, trustee in bankruptcy, receiver, manager or administrative receiver appointed in respect of the Provider's assets or (where the Provider is a partnership) those of any partner of the firm, or (where the Provider is a company) it is struck off the Register of Companies or where the Provider materially fails (for a period of, or periods in aggregate of, at least 15 working days to satisfy the minimum levels of economic and financial standing or technical or professional ability specified in the Contract Notice or where the Provider would otherwise be treated as ineligible to tender on a ground specified in Regulation 23 of the Public Contracts Regulations 2006 (as amended)

Termination by the Provider

- 9.2 The Provider may terminate this Framework Agreement following any breach of this Framework Agreement by the Council (other than a breach which is notified to, and remedied by the Council within **15 Working Days** of the notice).

Termination by either party

- 9.3 Either party may terminate this Framework Agreement at any time by serving not less than **3 months** prior written notice on the other.

Effect of termination

- 9.4 The termination of this Framework Agreement shall not automatically terminate any Order(s) for Services entered into at the date of termination unless the reason for termination is also a ground for the termination of any such Order(s) for Services.

10 DISPUTE RESOLUTION

Notification

- 10.1 As soon as either party is aware of any difference or dispute with the other arising out of, or in connection with, this Framework Agreement which does not fall to be dealt with under an Order for Services, they shall give notice to the other party.

Negotiation

- 10.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith between senior executives and each party will give serious consideration to a request by the other to refer a difference or dispute to mediation.

Mediation

- 10.3 Any disputes arising under or in connection with this Framework Agreement, which cannot be resolved in accordance with Clause 10.2, shall be settled as far as possible by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model mediation Procedure.

Litigation

- 10.4 No party may commence any court proceedings in relation to any dispute in relation to this Framework Agreement until they have attempted to settle the dispute by mediation in accordance with Clause 10.3.

11 NOTICES

Notices in writing

- 11.1 All notices must be in writing.

Forms of service

- 11.2 Any notice may be served by leaving it with, or sending it by pre-paid first class post or by facsimile to, the parties at their addresses set out in this Framework Agreement (or to such addresses as shall have been duly

notified in accordance with this Clause) or to the following facsimile numbers:

The Council	0116-252
The Provider	

Times of service

11.3 Notices delivered by hand shall be deemed to have been delivered when handed over. Notices sent by post shall be deemed to have been delivered on the first Working Day after posting and notices given by facsimile shall be deemed to have been served upon successful transmission between the hours on 9am and 5pm on any Working Days, subject to a confirmatory copy being sent by pre-paid first class post or by hand by the end of the next Working Day.

12 NO AGENCY, PARTNERHIP OR JOINT VENTURE

Nothing contained in this Framework Agreement shall be construed as creating an agency, partnership or joint venture relationship between the parties.

13 NO EXCLUSIVITY, ETC

This Framework Agreement is not exclusive to the Provider. The Council or a Client is not bound to place any Orders for Services under this Framework Agreement and no warranty, representation or agreement is made as to the nature, value or quality of any Orders for Services, which may be placed by the Council or the Clients. The Council and the Clients are not bound to accept the lowest or any tender or supplemental tender and may withdraw any invitation to tender/supplement a tender at any time before an award is made.

14 RIGHTS OF THIRD PARTIES

Save for any right conferred by this Framework Agreement on the Council or a Client, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Framework Agreement and accordingly the parties do not intend any third party (other than the Council or a Client) to have any right in respect of this Framework Agreement by virtue of that Act.

15 CORRUPT GIFTS AND PAYMENTS

If the Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing forbearing to do or having done or forborne to do any action in relation to the obtaining of this Framework Agreement or any other agreement with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this Framework Agreement or any other agreement with the Council or if the like acts shall have been done by any person employed by the Provider or acting on the Provider's behalf (whether with or without the knowledge of the Provider or if in relation to this Agreement with the Council the Provider or any other

person employed by the Provider or acting on the Provider's behalf shall have committed any offence under the Prevention of Corruption Act 1916 or the Bribery Act 2010 or shall have given any fee or reward to any member or officer of the Council which shall have been exacted or accepted by such officer by virtue of office or employment and if otherwise and such officer's proper remuneration the Council shall be entitled to terminate this Agreement and to recover from the Provider the amount of any loss resulting from such termination.

16 CONFIDENTIALITY

- 16.1 Subject as below, the parties shall treat in confidence, keep secret and not disclose and shall procure that their employees and any subcontractors keep secret treat in confidence and do not disclose all information and data disclosed to them concerning the financial or business affairs of the other and/or any of a confidential nature obtained by them by reason of this Framework Agreement. This obligation shall not apply to information or data:
- 16.1.1 which is in the public domain at the date of this Framework Agreement otherwise than by a breach of any pre-existing obligation or restriction by the party making the disclosure; or
 - 16.1.2 which the Council are required to disclose as a matter of law or in discharge of its obligations of public accountability access to information and freedom of information; or
 - 16.1.3 which subsequently becomes part of the public domain after the date of this Agreement except where that occurred as a breach of this Framework Agreement (or any other pre-existing obligation or restriction) by the party by whom the information or data is disclosed; or
 - 16.1.4 any information or data possessed by a party prior to disclosure by the other party provided it was lawfully acquired; or
 - 16.1.5 which is disclosed to employees and subcontractors where disclosure is strictly necessary in order to perform their duties in connection with this Framework Agreement and who have in turn agreed to treat such data and information as confidential, kept secret and not disclosed.
- 16.2 The Provider agrees that the Council may supply information to the Clients who wish, or may wish to enter into an Order for Services with the Provider
- 16.3 The Provider undertakes to make no reference in any advertising or other promotional material to this Framework Agreement without the prior written consent of the Council.
- 16.4 Notwithstanding Clause 16.1 above, the Provider agrees that the Council or the Clients reserve the right to using its discretion as the case may require disclose information as provided for under the Freedom of Information Act 2000 ("the Act") as appropriate and that for such purposes information that would otherwise be regarded as or has been described as confidential can be disclosed under the Act. The Provider also agrees that the Council or the Clients may apply such terms as it

sees fit (acting lawfully) to such disclosure to prevent or govern the secondary use of such information.

16.5 This Clause shall survive termination of this Framework Agreement.

17 SEVERENCE

17.1 Any Clause or provision of this Framework Agreement which is held to be illegal or unenforceable (in whole or in part) under any enactment or rule of law shall no longer form part of this Framework Agreement.

17.2 In the event that a Clause or provision (or part of a Clause or part of a provision) is excluded under Clause 17.1 above the validity and enforceability of the remainder of this Framework Agreement shall not be affected.

18 SURVIVAL OF CERTAIN CLAUSES

18.1 The provisions of Clauses 13, 15, 16 and 17 shall survive the expiry or termination of this Framework Agreement.

19 APPLICABLE LAW

This Framework Agreement shall be governed by English law and the parties submit to the jurisdiction of the English courts.

IN WITNESS whereof the Council and Provider have executed this Agreement as a Deed the day and year first before written.

EXECUTED as a **DEED** by
LEICESTER CITY
the **COUNCIL** by affixing its Common seal



Authorised Signatory

A handwritten signature in black ink, appearing to be "S. J. ...".

Name
Title
Date

EXECUTED as a **DEED** by)
the **EQUITA LIMITED**)
by affixing its Common Seal)
the day and year first before written)



[1 director in the presence of an independent witness
or 1 director and 1 secretary in accordance with Company Constitution]

Director

Director/Secretary

Witness Name

Witness Address

HENRY STREET, NORTHAMPTON, NN1 4BZ

Witness Occupation

MANAGER

Witness Signature

Schedule 1

TERMS OF APPOINTMENT

1. PURPOSE

The Council or a Client requires the Provider to undertake the Services in accordance with the Order for Services and on the terms and conditions set out as follows, which together forms a binding agreement between the Provider and the Council or a Client for the provision of the Services.

2. DEFINITIONS

"Appointment Terms" means these terms of appointment

"the Services" means the work to be carried out by the Provider as detailed in the Order for Services

"Order for Services" means the order for services issued by the Council or a Client to the Provider under Clause 4.3 of the Framework Agreement, which, together with these Appointment Terms, forms a binding agreement between the Council or a Client and the Provider for the provision of the Services

"Know How" means information, data, know-how, or experience whether patentable or not including but not limited to all design or manufacturing technique, specifications, models, drawings, calculations and any other technical and/or commercial information relating to methods, research, design, development, business planning, manufacture or construction, use or sale.

"Director" means the Council's or a Client's Corporate or Service Director as named in the Order for Services

"Framework Agreement" means the framework agreement between the parties dated []

"Fee" is as set out in the Order for Services

"Terms" means these terms of appointment

"Core Service Requirements" are as set out at Annex 3

3. INTERPRETATION

3.1 All other capitalised words and phrases shall bear the meaning given to them in the Framework Agreement.

3.2 Where the Provider comprises more than one person the word "Provider" shall include all persons comprising the Provider jointly and severally.

3.3 Any reference to any statute includes any statutory extension, amendment, modification or re-enactment, and any statutory instrument, order or regulation made under any statute for the time being in force, or, where the context so admits, in force at the relevant time.

4. PAYMENT

4.1 In consideration of the Services the Council or a Client agrees to pay to the Provider the Fee in accordance with Annex 1 attached hereto.

4.2 If Pounds Sterling is replaced as the lawful currency of the United Kingdom by another currency ("the New Currency") all payments shall be made in the New Currency in accordance with the practice adopted by agreement between the Provider and the Client to implement any legally applicable measures to introduce the New Currency, including (without limitation) measures relating to the conversion of Pounds Sterling to the New Currency.

4.3 If any of the Services have not been performed in accordance with the timings given in the Order for Services (or as otherwise have been agreed with the Council or a Client) then the Council or a Client shall be entitled not to make any further payments until such services have been performed (due payments accrued excepted)

5. VAT

5.1 All sums payable under this Agreement unless otherwise stated are exclusive of the VAT and other duties or taxes.

5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

6. EARLY WARNING NOTICE AND CHANGE CONTROL

6.1 The Provider shall forthwith notify the Council or a Client in writing (the "Early Warning Notice") of any event or the non-occurrence of any event or other circumstances which may delay threaten or adversely inhibit the undertaking of the Services on time and to cost and if the Council or a Client shall require it shall deliver a contingency plan advising how best the difficulty or issue shall be overcome and the cost and time consequences thereof and such Early Warning Notice shall or may constitute a request to the Council or a Client for a Change and shall if it constitutes a Change Request, serve to commence negotiations between the Provider and the Council or a Client for extra time for performance or additional fees for the Services but shall not entitle either without the written agreement of the Council or a Client Such Change Requests shall be in accordance with Annex 2 attached hereto.

6.2 In the absence of an Early Warning Notice the Provider shall not, save in case of agreement to that effect with the Council or a Client be entitled to additional sums by way of Fee or for time for performance.

6.3 The parties acknowledge and agree that in cases of urgency the parties may need to act sooner than the timescales envisaged by the Change Request Procedure and will co-operate with each other so that the Provider is able to provide the Services on time and to cost.

7. PROVIDER TO ACT IN ACCORDANCE WITH CONTRACT SPECIFICATION

7.1 The Provider will carry out the Services in accordance with the Order for Services in a professional manner with due diligence and exercising due care skill and judgement and in doing so shall comply with the Core Service Requirements making full use of its skill, knowledge and experience in the field's described in the Order for Services.

7.2 The Services shall be supplied by those of the Provider's personnel identified in the Order for Services. If any of those personnel should leave the Provider's employ or for any other reason cease to be involved in providing the Services the Provider shall forthwith notify the Council or a Client of the departure or unavailability of that individual and shall offer the Client the name and requisite details of someone it is proposed will provide the Services in substitution for that individual. If the Provider fails to provide such notification or details that are necessary, the Council or a Client does not consider that individual to be capable of providing the Services to its satisfaction. It shall notify the Provider of that view and such failure (unless rectified to the Council or Client's satisfaction within 5 days of such notice) shall constitute a breach of this Agreement within the meaning of Clause 14.3.a.

8. INDEMNITY AND INSURANCE

8.1 The Provider shall indemnify and keep indemnified the Council or a Client against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect of or in any way arising out of this Agreement in relation to :

8.1.1 the injury to or death of any person; and

8.1.2 loss of or damage to any property including property belonging to the Council or a Client (limited to the amount specified in Clause 8.4); and

8.1.3 against all other damage, liability and harm of every description, which may arise directly or indirectly in consequence of any breach by the Provider of this agreement (limited to the amount specified in Clause 8.5) except and to the extent that it may arise out of the act default or negligence of the Council or a Client its employees or agents not being the Provider or employed by the Provider.

8.2 Without thereby limiting its responsibilities under this Clause the Provider shall insure and maintain at all times during the continuation of this agreement with an insurance company approved by the Council or a Client against its liabilities under Clause 8.1.

8.3 The insurance in respect of any personal injury to or death of any person arising under a contract of service with the Provider and arising out of an incident occurring during the course of such a person's employment shall comply with the Employer's liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder.

8.4 For claims other than under Clause 8.3 against which this Clause 8 requires a Provider to insure the insurance cover for services to the Council or a Client shall be the sum of TEN MILLION POUNDS (£10,000,000) or such greater sum as the Provider may choose in respect of any one incident and the Provider's insurance policy affecting such cover shall have the interest the Council or a Client endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council or a Client. Should the Council determine that the level of insurance needed for a particular Bailiff Job should differ from that specified in this Clause then the required sum shall be clearly set out in the Order for Services.

- 8.5 The Provider will for the duration of this Agreement take out and maintain Professional Indemnity insurance for services to the Council or a Client in the sum of FIVE MILLION POUNDS (£5,000,000). Should the Council determine that the level of insurance needed for a particular Bailiff Job should differ from that specified in this Clause then the required sum shall be clearly set out in the Order for Services.
- 8.6 Insurance taken out under the above provisions shall be on a claims occurred basis, the Provider if necessary taking out and maintaining run on cover. This Clause shall survive termination.
- 8.7 The Provider shall supply to the Council or a Client forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the Provider's insurance policies comply with this Clause 8 and the Provider shall supply to the Council or a Client on request evidence of all insurance policies cover notes premium receipts and other documents necessary to establish compliance with this Clause 8. If there should be any change to the details of cover the Provider shall forthwith notify the Council or a Client of such change and supply evidence.
- 8.8 The Council or a Client shall indemnify and keep indemnified the Provider against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect of the injury to or death of any person to the extent that it may arise out of the act default or negligence of the Council or a Client its employees or its agents other than the Provider its employees and agents.
- 8.9 This Clause 8 shall survive Termination of this Agreement.

9. FAILURE TO PROVIDE SERVICE IN WHOLE OR IN PART

- 9.1 If at any time during the term of this Agreement it appears to the Council or a Client that the Provider has failed to provide the Service or any part of the Service otherwise than in accordance with the Order For Services or these terms then the Council or a Client may serve upon the Provider a Notice requiring remedy of such a failure and stipulating in such Notice the time limit within which such remedy must take place.
- 9.2 Without prejudice to any other remedy available to the Council or a Client and notwithstanding whether the Client has exercised any of its rights if the Council or a Client does not remedy its failure or does not do so within the time limit stated in a Notice the Council or a Client (or if the failure is incapable of remedy) at its sole discretion shall be entitled (without prejudice to any other remedy for breach of contract) to purchase or arrange for the substituted performance of the service (or any part of it) to make good any such failure and/or (in the event of this Agreement being wholly determined) the service remaining to be performed and further the amount by which the cost of procuring such other service (including all professional legal fees and VAT) shall exceed the amount due to the Provider in respect of those services shall be due on demand from the Provider to the Council or a Client on 21 days notice.

10. EQUIPMENT TO REMAIN THE CLIENT'S PROPERTY

- 10.1 All equipment and instruments and anything provided by the Council or a Client in respect of the Services is and shall remain the sole property of the Council or a Client.

11. CONFIDENTIALITY

- 11.1 Subject as below, the parties shall treat in confidence, keep secret and not disclose and shall procure that their employees and any subcontractors keep secret treat in confidence and do not disclose all information and data disclosed to them concerning the financial or business affairs of the other and/or any of a confidential nature obtained by them by reason of the Framework Agreement. This obligation shall not apply to information or data.
- 11.1.1 which is in the public domain at the date of this Agreement be considered to be confidential; or
 - 11.1.2 which the Council or a Client is required to disclose as a matter of law or in discharge of its obligations of public accountability and freedom of information; or
 - 11.1.3 which subsequently becomes part of the public domain after the date of this Agreement except where that occurred as a breach of this Agreement by the party to whom the information or data is disclosed; or
 - 11.1.4 any information or data possessed by a party prior to disclosure by the other party provided it was lawfully acquired; or
 - 11.1.5 which is disclosed to employees and subcontractors where disclosure is strictly necessary in order to perform their duties in connection with this Agreement and who have in turn agreed to treat such data and information as confidential, kept secret and not disclosed.
- 11.2 The Provider agrees that the Council or a Client may supply information to Clients who wish, or may wish to enter into an Order for Services with the Provider.
- 11.3 The Provider shall indemnify and keep indemnified the Council or a Client from and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect of any breach by the Provider of this Clause 11.
- 11.4 Notwithstanding Clauses 11.1 and 11.2 above, the Provider agrees that the Council or a Client reserves the right to disclose information under the Freedom of Information Act 2000 ("the Act") as appropriate and that for such purposes information that would otherwise be regarded as or has been described as confidential shall be disclosable under the Act.
- 11.5 The Provider shall insofar as any data in its possession obtained under or in connection with its performance of the Services and within the meaning of personal data set out in the Data Protection Act, 1998 is processed shall at all times ensure that such processing is in accordance with the requirements of the said Act and any Regulations made

thereunder and that the rights of Data Subjects under that Act are preserved AND the Provider undertakes to indemnify and hold harmless the Council or a Client and its Officers from and against all liabilities, costs, claims, proceedings expenses or other causes of action or claims to compensation attributable to the wilful or negligent acts or omissions of the Provider, its servants agents and subcontractors.

11.6 This Clause shall survive the termination of this Agreement.

12. INTELLECTUAL PROPERTY

12.1 The Provider warrants that in providing the Services it shall not infringe the copyright design right patent or any other intellectual property right of any third party and indemnifies and holds harmless the Council or a Client against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. This Clause 12.1 shall survive termination of this Agreement.

12.2 The copyright and any other intellectual property right in any materials produced in the course of or in consequence of providing the Services shall belong to the Council or a Client. The Provider shall mark all such materials with a copyright notice "© [insert Council or Client name here] All rights reserved"

12.3 Any exclusions from the warranty at 12.1 and any background intellectual property rights retained by the Provider shall be as set out in the Order. The Provider grants the Council or a Client a perpetual non exclusive licence to copy and use such background property rights for the purposes of the Bailiff Jobs, for its own reference and records.

13. SECURITY

13.1 The Provider shall ensure that its employees maintain the security of the Council or a Client's premises.

13.2 The Provider shall comply with the security regulations including any made for the purposes of the Data Protection Act 1998 in particular but without prejudice to the generality of the foregoing the Provider shall not read and shall prohibit its employees from reading any documents (whether printed typed or hand-written and whether or not produced by computer or word processor) the contents of any documents however produced or the information displayed on any screen or listen to the contents of any tape or electronically produced recording EXCEPT for the sole purpose of carrying out the Services.

13.3 The Provider shall issue to any of its employees who shall at any time have access to the premises security passes in such form as the Council or a Client may from time to time determine and issue to the Provider.

13.4 The Provider shall be responsible for the safe keeping of any keys passes and other means of access provided to the Provider by the Council or a Client and shall only permit such keys passes and other means of access to be given to those the contractors and employees whose names and addresses have been supplied to the Council or a Client and then only to the extent required for the purposes of this Agreement. In addition the Provider shall ensure that the Council or a

Client is informed immediately of the loss of any keys passes and other means of access and shall reimburse to the Council or a Client any cost of replacement and/or reasonable security measures implemented as a result of such loss.

14 TERMINATION

14.1 NOT USED

14.2 If the Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing forbearing to do or having done or forborne to do any action in relation to the obtaining of this Agreement or any other agreement with the Council or a Client or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Council or a Client or if the like acts shall have been done by any person employed by the Provider or acting on the Provider's behalf (whether with or without the knowledge of the Provider) or if in relation to this Agreement with the Council or a Client the Provider or any other person employed by the Provider or acting on the Provider's behalf shall have committed any offence under the Prevention of Corruption Act 1916 or the Bailiff Act 2010 or shall have given any fee or reward to any member or officer of the Council or a Client which shall have been exacted or accepted by such officer by virtue of office or employment and if otherwise and such officer's proper remuneration the Council or a Client shall be entitled to terminate this Agreement and to recover from the Provider the amount of any loss resulting from such termination.

14.3 If the Provider:

- a) commits a material breach of any of its obligations under this Agreement or any breach which is incapable of remedy, or any breach capable of remedy which is notified to the Provider and not remedied within 15 days of the notice
- b) becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986
- c) have an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver
- d) has a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for a voluntary winding up order passed
- e) has a provisional liquidator receiver or manager of its business or undertaking or trustee in bankruptcy duly appointed.
- f) has an administrative receiver as defined in the Insolvency Act 1986 appointed
- g) has possession taken by or on behalf of the whole as any debentures secured by a floating charge or any property comprised in or subject to the floating charge

- h) ceases to carry on its business, or
- i) (if a company) is struck off the Companies Register

THEN the Council or a Client may without prejudice to any accrued rights or remedies under this Agreement terminate the Providers employment under this Agreement by notice in writing having immediate effect

- 14.4 The Council or a Client may terminate the Order for Services by giving to the Provider at least three calendar months notice in writing.

15. NOT USED

16. PUBLIC INTEREST DISCLOSURE ACT 1998

- 16.1 The Provider shall comply with the Public Interest Disclosure Act 1998 (as if such Act applied to the Provider) and shall establish and where necessary update from time to time a procedure for its personnel encouraging personnel to report to the Provider any incidents of malpractice to the Provider or the Council or a Client. In this context "malpractice" shall include any fraud or financial irregularity, corruption, criminal offences, failure to comply with any legal or regulatory obligation, endangering the health or safety of any individual, endangering the environment, serious misconduct or serious financial maladministration.

- 16.2 The Provider shall notify the Council or a Client in writing if any personnel invoke the whistle-blowing malpractice procedure pursuant to Clause 16.1 above and shall provide details of the alleged malpractice. Without prejudice to any other rights and remedies which the Council or a Client may have under this Agreement, the Provider shall comply with the Council or a Client's reasonable requirements in dealing with the alleged malpractice, where such malpractice affects the Council or a Client.

17. STATUTORY REQUIREMENTS

The Provider shall at all times comply with all statutory requirements, codes of practice and guidance in the carrying out of the Services.

18. HEALTH AND SAFETY

- 18.1 The Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts Regulations or Orders pertaining to the health and safety of employees and shall fully and properly indemnify the Council or a Client from and against any breach thereof.

- 18.2 The Provider shall provide a general statement of the Safety Policy, which shall be provided to the Council or a Client before the commencement of this Agreement. The Provider shall forthwith nominate a person to be responsible for health and safety matters. Whilst on the premises the Provider shall ensure that his employees comply with the Council's or a Client's general statement of safety policy and with the lawful requirements of the Council's or a Client's safety officer for the time being.

19. AGENCY

- 19.1 Neither the Provider nor its employees shall in any circumstances hold itself or themselves out as being the servant or agent of the Council or a Client.
- 19.2 Neither the Provider nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or a Client or in any other way to bind the Council or a Client to the performance variation release or discharge of any obligation.
- 19.3 Neither the Provider nor its employees shall in any circumstances hold itself or themselves out as having the power to make vary discharge or waive any by-law or regulation of any kind.

20. ENVIRONMENTAL POLICIES AND LEGISLATION

- 20.1 The Provider shall comply with his statutory obligations under Environmental Legislation and for the purposes of these Terms "Environmental Legislation" means the Environmental Act 1990, the Water Resources Act 1991 and any other binding material issues pursuant to the same which make provision for the control of pollution, the control of hazardous substances land use control and wild life and countryside protection.
- 20.2 In the event of any finding by a Court or Tribunal or other judicial or quasi judicial body being made against the Provider in respect of any breach of environmental legislation the Provider shall take appropriate steps to abate such a breach and prevent its repetition.
- 20.3 The Provider shall upon request provide the Council or a Client with details of any steps taken under Clause 20.2.
- 20.4 The Provider shall within 3 months of the date of this Agreement adopt a policy to the satisfaction of the Council or a Client to comply with the Council's or a Client's environmental purchasing policy and shall thereafter maintain such a policy taking account as far as is reasonably practical of any amendment to that policy from time to time made by the Council or a Client and any revisions or amendments to any national guidelines or any nationally recognised procedures or lists which relate to the minimising of environmental emergency.
- 20.5 The Provider shall observe as far as possible the policy from time to time enforced by virtue of Clause 20.4.
- 20.6 The Provider shall provide such information as the Council or a Client may reasonably request for the purposes of assessing the Provider compliance with Clauses 20.4 and 20.5 as far as is relevant including examples of documents advertisements or other literature.
- 20.7 The Provider shall institute and maintain an environmental management system in accordance with the procedures targets and other specifications and shall provide and perform the service in all respects in accordance with the Environmental Statement (where the words "Environmental Statements" mean the environmental method statement and any other information or representations supplied with incorporated into or presented within the Provider's tender or submission to the

Council or a Client in respect of this Agreement) and shall furnish such detailed information as the Council or a Client may reasonably require in regard thereto and without prejudice to the generality their foregoing shall accurately complete and submit it to the Council or a Client at such times as the Council or a Client shall reasonably direct (but so that the Provider shall not be required to submit more than one return in any one period of 12 months) performance returns in the form to be directed by the Council or a Client (acting reasonably).

- 20.8 The Provider shall provide the service so that all vehicles used in provision of the service will meet the relevant Euro standards and are compatible with the Council's or the Client's policy from time to time on vehicle emissions.

21. EQUALITY

- 21.1 The Provider shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 (as amended) and accordingly will not treat one group of people less favourable than other because of their colour race religion or nationality in relation to decisions to recruit train or promote employees.
- 21.2 In the event of any finding of unlawful discrimination being made against the Council or a Client in the last three years by any Court or Tribunal or of an adverse finding in any form of investigation by anybody charged with carrying out such investigation over the same period the Provider shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 21.3 The Provider shall on request provide the Council or a Client with details of any steps taken under Clause 21.2.
- 21.4 The Provider shall set out its policy on discrimination
- a) In instructions for those concerned with the recruitment training and promotion
 - b) In documents available to employees recognised Trade Unions or other representative groups of employees
 - c) In recruitment advertisements or other literature
- 21.5 The Provider shall on request provide the Council or a Client with examples of the instructions and document recruitment advertisements or other literature.
- 21.6 The Provider shall observe as far as possible all relevant codes of practice.
- 21.7 The Provider shall comply with the provisions of the Human Rights Act 1998 as if it were a public body defined by the Act as appropriate to the provision of the services.
- 21.8 The Provider shall provide such information as the Council or a Client may reasonably request for the purpose of assessing the Provider's compliance with Clauses 21.1 to 21.7 as far as relevant.

21.9 The Provider shall at all times by reference to its obligations under this Clause 21 maintain a system of audit, monitoring and actions in respect of its employment practices, services and customer care generally with a view to eliminating any disadvantage on the basis of ethnic origin, nationality, national origin, colour or race and the Provider shall cooperate with the Council or a Client in providing statistics and other information as the Council or a Client may from time to time reasonably require in connection with the promotion of good race relations and the prevention of unlawful discrimination.

22. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

23. STATUS OF THE PROVIDER

23.1 During the term the Provider shall be an independent contractor and not the servant of the Council or a Client.

23.2 in such capacity the Provider shall bear exclusive responsibility for the payment of all wages national contributions and all taxes for its employees.

23.3 The Provider agrees that it is acting in the capacity of the Council or a Client's contractor only and that it will be given access to the Council or a Client premises solely for the purpose of carrying out the service and it further agrees that no tenancy or lease is applied therefrom.

23.4 The Provider shall not under any circumstances use the premises to form either on its own behalf or on behalf of any person other than the Council or Client any work or service other than provided for in this Agreement.

24. COSTS

Each of the parties shall pay any costs and expenses incurred by it in connection with this Agreement.

25. NO ASSIGNMENTS OR SUB-CONTRACTING

The Provider shall not assign or sub-contract any of its rightful duties under this Agreement without the express consent in writing of the Council or a Client.

26. WHOLE AGREEMENT

Each party acknowledges that this Agreement contains the whole agreement between the parties and it is not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it

27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Neither one of us intends to confer any right or benefit upon a third party and for the avoidance of doubt the provisions of the Contracts (Rights of

Third Parties) Act 1999 are expressly excluded from these Appointment Terms.

28. WORKFORCE MATTERS

28.1 NOT USED

28.2 Upon expiry or termination of the Order for Services for whatever reason the provisions of 28.2.1 and 28.2.2 shall have effect in respect of those employees wholly or mainly engaged in the provision of the Services as the case may be immediately before the expiry or termination of the Order for Services (the "Transferring Employees") (such date being termed the "Transfer Date") regardless of whether legislation shall determine that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") applies:

28.2.1 The Provider shall or shall procure that all wages, salaries and other benefits of the Transferring Employees and other employees or former employees of the Provider (who had been engaged in the provision of the Services) and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Transferring Employees and such other employees or former employees of the Provider up to the Transfer Date are satisfied:

28.2.2 Without prejudice to Clause 28.2.1, the Provider shall:

28.2.2.1 remain responsible for all the Provider's employees (other than the Transferring Employees) on or after the time of expiry or termination of the Order for Services and shall indemnify the Council or a Client or any new Provider appointed to provide the Services against all Direct Losses incurred by the Council or a Client or new Provider resulting from any claim whatsoever whether arising before on or after the Transfer Date by or on behalf of any of the provider's employees who do not constitute the Transferring Employees;

28.2.2.2 in respect of those employees who constitute Transferring Employees the Provider shall indemnify the Council or a Client, or any new Provider appointed by the Council or a Client to provide the Services against all Direct Losses incurred by the Council or a Client or new Provider resulting from any claim whatsoever by or on behalf of any of the Transferring Employees in respect of the period on or before the Transfer Date (whether any such claim, attributable to the period up to and on the Transfer Date, arises before, on or after the Transfer Date) including but not limited to any failure by the Provider to comply with its or their obligations under Regulation 10 of TUPE and/or Article 6 of the Acquired Rights Directive as if such legislation applied, even if it does not in fact apply save to the extent that any such failure to comply arises as a result of an act or omission of the Council or a Client or the new Provider.

28.2.2.3 For the purposes of clauses 28.2.2.1 and 28.2.2.2, "Direct Losses" means all damage, losses, liabilities, claims, actions,

costs, expenses (including the cost of legal or professional services, legal costs being on an agent/client, client paying basis), proceedings, demands and charges whether arising under statute contract or at common law.

- 28.3 The Council or a Client shall be entitled to assign the benefit of the indemnity in clause 28.2.2 to any new Provider appointed by the Council or a Client to provide services equivalent to those provided by the Provider under the Order for Services.
- 28.4 The Provider agrees to provide the Council or a Client with full and accurate employment information regarding the Transferring Employees and will not for a period of 12 months prior to termination or expiry of the Order for Services make any material changes in the numbers of Transferring Employees, their remuneration or other terms and conditions of employment.
- 28.5 In respect of those employees (if any) of the Council or a Client wholly or mainly engaged in the provision of the Services immediately before the commencement of the Services by the Provider ("Outgoing Transfer Date") and notified by the Council or a Client to the Provider, the Provider shall indemnify the Council or a Client against all Direct Losses incurred by the Council or a Client resulting from any claim whatsoever by these employees from the issue of the Order for Services (whether such claim attributable to the period before the Outgoing Transfer Date arises before on or after the Outgoing Transfer Date) arising out of or by virtue of any failure by the Provider to comply with its or their obligations under Regulation 10 of TUPE and or Article 6 of the Acquired Rights Directive save to the extent that such failure to comply arises out of an act or remission of the Council or a Client.
- 28.6 The Council or a Client undertakes, in respect of any Transferring Employees to comply with its obligations under TUPE and agrees to indemnify the Provider in terms mutadis mutandis to the terms contained in clause 28.2.2.2 above in the event of any failure by the Council or a Client to comply with this undertaking.
- 28.7 This clause 28 shall survive termination.

29. FORCE MAJEURE

- 29.1 This Agreement shall be suspended for any period during which either party reasonably believes the parties are prevented or hindered from complying with their obligations under any part of this Agreement, by any cause beyond their reasonable control including but not limited to strikes, war, civil disorder and natural disasters.
- 29.2 If such period of suspension exceeds 28 days, then either party may upon giving written notice to the other require that this Agreement be terminated forthwith and all money due to the Provider must be paid immediately.

30. NOT USED

31. DISPUTE RESOLUTION

Notification

31.1 As soon as either party is aware of any difference or dispute with the other arising out of, or in connection with, this Agreement which does not fall to be dealt with under an Order for Services, they shall give notice to the other party.

Negotiation

31.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith between senior executives and each party will give serious consideration to a request by the other to refer a difference or dispute to mediation.

Mediation

31.3 Any disputes arising under or in connection with this Agreement, which cannot be resolved in accordance with Clause 31.2, shall be settled as far as possible by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model mediation Procedure

Litigation

31.4 No party may commence any court proceedings in relation to any dispute in relation to this Agreement until they have attempted to settle the dispute by mediation in accordance with Clause 31.3.

ANNEX 1

[Annex to be completed by the Provider as part of the submission]

FEES

1. Fees to be claimed at Agreed Rates
2. Milestones for payments
3. Submission requirements/invoicing
4. Treatment of expenses (i.e. those expenses which are part of the Fee)
5. NOT USED
6. Payment where termination is by default etc.
7. Set off
8. Final invoice
9. Interest on late payments/time for payment

ANNEX 2

CHANGE REQUESTS

1. "Change" shall mean any revision (including revision of any dates or alterations or additions to the Services or any part thereof) in the performance or delivery of the Services that do not arise as a consequence of failure by the Provider properly to carry out his functions hereunder and shall be without prejudice to the generality of the Provider's obligations under this Agreement.
2. Either the Provider or the Council may in writing to the other request a Change setting out a detailed description of the Change sought ("Change Request").
3. For each written Change Request received either from the Council or the Provider, the Provider shall prepare a proposal in writing within five days of the date of request (or sooner if the urgency of the situation so dictates) setting out the effect such Change will have on the Services and what adjustment if any will be required to the Payment and to any dates specified for performance or delivery of the Services or any part or aspect of them.
4. The Provider shall satisfy the Council as to the reasonableness of the proposal produced under paragraph 3 above or any part thereof within fourteen days of the date of request referred to in paragraph 3 or within such other period as may be mutually agreed.
5. The Provider shall not and shall have no obligation to implement the Change or any part thereof unless and until the relevant proposal or any mutually agreed amended proposal has been accepted by the in writing.
6. The Provider shall not be entitled to any Fee for the initial time spent in considering each Change or in submitting any proposal unless the time spent exceeds two working days in total. Thereafter the Provider shall be entitled to such charge by way of additional Fee if he has first provided the Council with an estimate of the likely additional fee and the Council has approved the same (such approval not to be unreasonably withheld or delayed).
7. No Change shall invalidate this Agreement. Any Change involving an increase or decrease in the Fee and/or any dates specified for delivery of the Project or any part of it shall be deemed to have been made with effect from the date of the relevant acceptance by the Client as aforesaid.

ANNEX 3

(This is to be read with the particular client requirements/amplifications as set out in Part D of the Order for Services)

CORE SERVICE DELIVERY REQUIREMENTS

1. NOT USED
2. Where not already done as part of issue of Order:- to agree Scope of Services and Providers input, agree roles and responsibilities, agree purpose and objectives of service, define outcome and criteria for determining final completion of Services, agree a cost plan, agree milestones and deliverables.
3. Quality Systems. The implementation and maintenance in respect of work done by the client.
4. Provider to provide own administrative and technology support and consumables.
5. Clear billing information to include, where applicable, the Council or a Client's cost centre reference, fees incurred, work in hand/commitments incurred but not billed.

Schedule 2
ORDER FOR SERVICES

Notes to Users;

1. To contain the same information as appears below together with a statement that any terms that may be appended to the order are of no effect and the Appointment Terms are to apply.
 2. The Council or the Clients must ensure that evidence of the Provider's insurance, in compliance with Clause 8 of the Appointment Terms is produced before an Order for Services is placed.
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PART A
THE PROVIDER AND ITS FIELDS OF EXPERTISE

PART B
THE PROJECT & THE SERVICES

[by reference to the content of the Framework as set out in the Framework Services in the Contract Documents] in particular to include scope of services, Provider's input, objectives and purpose of Services, outcome and criteria for determining final completion of Services

PART C
CONSULTANT'S PERSONNEL TO BE EMPLOYED IN PROVIDING THE SERVICES INCLUDING UTILISATION RATES

PART D
COST PLAN/FEE PROFILE

**PART E
NAMED FUNDERS**

**PART F
MILESTONES/DELIVERABLES/TIMETABLE**

**PART G
SPECIAL INSURANCE COVER TO BE TAKEN OUT AND MAINTAINED BY
CONSULTANT
[for example Fidelity Insurance]**

**PART H
EXCLUSIONS IN RESPECT OF IPR**

**PART I
WORKFORCE MATTERS
TRANSFERRING EMPLOYEES OF THE COUNCIL**

**PART J
[CORE SERVICE DELIVERY, may not apply if Provider ok with Annex 3]**

**PART K
PERMITTED SUBCONTRACTING**

**PART L
NAMED THIRD PARTIES**

Schedule 3
Contract Documents

Specification - Lot 2

Method Statements attached on the CD Rom

Declaration and Retrospective Rebate

General Bailiff Code of Conduct – Parking and Traffic Debts

10. Service Specification – Lot 2

The following sets out in detail the requirements. If there is any conflict between the Specification and the Standard Conditions of Contract, the conditions listed in the Specification take precedence. It is very important that you fully understand the requirements and respond accordingly. Further clarification can be obtained before submitting your tender.

General Conditions

10.1 Confidentiality

- 10.1.1 The Provider shall ensure that all information relating to cases in which the Client has instructed the Provider to act on its behalf, and any information obtained in the performance of the Contract is treated as strictly confidential. Such information must not be disclosed to any other sources without the express agreement of the relevant Clients' Representative.
- 10.1.2 All data and associated records held by the Provider in connection with the Contract must be handled in strict compliance with the current Data Protection legislation. The Provider must support and provide information relating to any Freedom of Information Act requests received by a Client.
- 10.1.3 The Provider must observe the Data Protection legislation during the actual enforcement process and comply with the requirements of data protection law at all times.
- 10.1.4 Authorisation from the relevant Client Representative must be sought before any general or specific Contractual or case related information is discussed or disclosed to any other party(ies).
- 10.1.5 The Provider will obtain and return certificates for the disposal of confidential waste defined as any item from which an individual or organisation can be recognised. A copy of the current certificate is required.
- 10.1.6 The Provider will ensure that registration under the provisions of the Data Protection Act 1998 includes the disclosure and receipt of information to and from the Client. A copy of the current registration is to be submitted with the tender documentation.

10.2 Access to Records

- 10.2.1 The Provider will allow inspections of the Provider's premises by the relevant Client Representative or his/her nominated representative as necessary.
- 10.2.2 The relevant Clients' internal auditors will be given access to the relevant records for audit purposes.
- 10.2.3 All related and relevant records will be made accessible to a Client to deal with customer enquiries and complaints.

10.3 Accounting / Banking Arrangements

- 10.3.1 The Provider must set up and maintain a separate Bank Account (Client Bank Account) for each Client's (Customer) monies. All monies received from Customers by the Provider shall be paid into the Client Bank Account within one day of receipt from the Customer. The interests of the Client shall be protected at all times and no part of the monies, collected, other than fees and charges properly raised by the Provider, are to be used to

meet the expenses of the Provider. The Provider will satisfy the Client as to the security of funds collected on its behalf before the commencement of the Contract. Failure to do so will render the Contract null and void. The account shall be strictly audited by auditors appointed by the Provider. The Provider shall make available to the Client on request copies of audited accounts. The Client also reserves the right for its appointed auditors to check the Client Bank Account and to make such enquiries as they see fit.

- 10.3.2 The Provider must account separately to each Client for Council Tax, Business Rates, Sundry Customers and Parking Enforcement Payments.
- 10.3.3 Before making any changes that might impact on the security of funds the Provider will submit any proposals in writing and not make any changes before receiving the written consent of the relevant Client Representative.
- 10.3.4 The Provider must immediately give the Customer a receipt for all payments in cash and, on request, any payment made by other means. Payment by cheque (including the payment method to replace cheques) must be accepted unless a cheque issued by the Customer has previously been dishonoured.
- 10.3.5 Monies are to be received by each Client from the Provider within seven days of payments having been received from the Customers. For cheque payments (including the payment method to replace cheques), within seven working days of the cheques being cleared. No right to deduct expenses or charges due to be paid by each Client is created in the Contract.
- 10.3.6 The Provider must make payments by BACS to each Client on account of monies collected relating to their cases at weekly intervals. Payments will be required to be transferred at more frequent intervals at year-end. Each payment made to the Client must be supported by a schedule to enable each Customer's account to be credited accurately and in a timely manner. Each Client will specify the format it requires, which may include direct posting to the Customer's accounts via the Client's cash receiving system.
- 10.3.7 Before the start of the Contract, and annually thereafter, the Provider will supply each Client with a schedule of the accounting periods and the dates that transfers will be made.
- 10.3.8 The Provider must maintain a suspense account, which records details of all unidentified payments. The Provider must detail the procedures and routines adopted to allocate any unidentified payments. This exercise must be undertaken at least weekly.
- 10.3.9 On receipt of any payment, the Provider is duly authorised to deduct any bailiff fees correctly and legally due before paying the balance to each Client.
- 10.3.10 Payment by each Client will be upon satisfaction that invoices are confirmed as correct as detailed in the Framework Agreement (Appendix 2). Separate accounts shall be submitted for commission and other fees and VAT due to the Provider, clearly detailing each element of the charge. The invoices must be submitted at intervals stipulated by each Client and itemised for any charges due. Separate invoices must be submitted for each debt type. The standard terms of payment are 30 days from the receipt of the invoice but may vary across Clients.

- 10.3.11 Each Client will endeavour to inform on a daily basis of any payments received or of changes in balances on their accounts held with the Provider, who will immediately reduce the debt outstanding. Each Client will endeavour to ensure that future payments are made direct to the Provider.
- 10.3.12 Where direct payment to each Client is made, no charge other than already incurred costs will be added to the account by the Provider. The Provider's costs on an individual case will not be met where they are incurred after instruction to cease, hold or return or where it is accepted that the Provider has acted incorrectly or in error, unless the cost is an agreed set cost within the terms of the Contract.
- 10.3.13 Where the Provider has collected payments from the Customer and forwarded on to the Client but the original Customer payment has not been honoured, the resulting debt still resides with the Provider and the Provider in no manner is to collect from or charge the Client this resulting debt.

10.4 Insurance

- 10.4.1 The Provider must at all times hold the following minimum insurance cover for each and every claim:
- £10 million Public Liability
 - £10 million Employers Liability
 - £5 million Professional Indemnity
- 10.4.2 The Provider must ensure that Customer's goods in its possession are covered by adequate insurance for all reasonably foreseeable risks including goods in transit.
- 10.4.3 The Provider must have and supply a current copy of Professional Indemnity policy with a declared value. This must cover and indemnify the Client against any action resulting from the execution of professional services including irregular distress, excessive distress, action for replevin, action regarding Torts Act 1977 (interference with goods), trespass, libel, slander, fraud, dishonesty and conversion.
- 10.4.4 The Provider should also have and supply a current copy of its Public and Employer Liability policies with disclosed value.
- 10.4.5 Some Clients may require the Provider to take out a Performance Bond to guarantee monies recovered by the Provider from Customers. If required, the level of the bond will be agreed between the Client and Provider before the Provider is engaged.

10.5 Health and Safety

- 10.5.1 The Provider must comply with the provisions of the Health and safety at Work Act 1974, and any other relevant health and safety regulations and appropriate codes of practice in force.
- 10.5.2 In circumstances where the Provider requires it and always where there have been previous acts of or threats of violence by the Customer, a risk assessment must be undertaken prior to the bailiff attending the Customer's premises.
- 10.5.3 Bailiffs should be trained to recognise and avoid potentially hazardous and aggressive situations and to withdraw when in doubt about their own or others' safety. Professional training/assessment should be to an appropriate relevant standard.

10.6 The Human Rights Act

- 10.6.1 The Provider shall at all times comply with the terms of the European Convention on Human Rights and in particular:
- 10.6.2 The bailiffs will respect the Customer's right to family life under Article 8 of the European Convention on Human Rights.
- 10.6.3 The bailiffs will observe the right of the Customer to the peaceful enjoyment of property in accordance with Article 1 of the first protocol of the European Convention on Human Rights.
- 10.6.4 The bailiffs shall in all circumstances ensure that the enforcement actions taken are proportionate to the actual sum due.

10.7 Communication with Customers

- 10.7.1 The Provider shall jointly work with each Client to improve and maintain good working relationships with all organisations, internal and external, involved in debt management/financial inclusion work and strategies.
- 10.7.2 All documentation of the Provider must bear the full name and address of the Provider together with full contact details. It must also make it clear that the bailiffs are debt collectors acting on behalf of the relevant Client. Each Client reserves the right to require the Provider to alter correspondence used by the Provider when acting on behalf of that Client.
- 10.7.3 All documentation that will be issued to the Customers in all circumstances by the Provider must be approved by the relevant Client and amendments made where required. This also applies to any new documentation or subsequent amendments. Each Client may also make specific recommendation to the guidelines for issue. Bailiff correspondence must also explain the procedure for appeal against unlawful or irregular distress of debts.
- 10.7.4 All letters, notices and other correspondence issued by the Provider to Customers must be in plain English and not in any way be ambiguous or misleading. The full contact details must be immediately visible, including companies name, address, telephone/fax numbers and electronic means of communication. Examples of all standard letters shall be supplied to the Client.
- 10.7.5 The Provider must have arrangements in place for accessing translation services, where needed, and provide on request letters, information and documents in another language and/or in another format (for example, Braille, or audio tape) within 10 working days.
- 10.7.6 All written enquiries received by the Provider must be responded to within 10 (ten) working days. If this is not possible an acknowledgement should be sent within 5 (five) working days with a substantive reply within 20 (twenty) working days.
- 10.7.7 Adequate provision must be made to enable communication in the manner chosen by the Customer.
- 10.7.8 The Provider will ensure that sufficient telephone lines are available so that all telephone calls are answered promptly. The Client does not consider that a recorded message is an adequate response during normal office hours.
- 10.7.9 The Provider will ensure that adequate staffing is in place to deal with telephone enquiries between the hours of 8:30am to 5.00pm, Monday to

Friday on each week excluding Bank Holidays. If it is not possible to fully resolve a telephone enquiry during the first call, the Provider will be required to telephone the caller within 4 hours with a definitive response. Telephone calls outside of the above times must be on a 'call-back' basis and dealt with on the next working day.

- 10.7.10 All callers will be dealt with in a civil, helpful and reasonable manner. The Client sets the highest level of conduct in dealing with telephone enquiries and the Provider will be expected to provide the same level of service.
- 10.7.11 The Provider will submit with its tender, written details of the number of telephone lines available to customers, historical and target response times and details of how performance will be monitored
- 10.7.12 It is not a requirement of the Contract that the Provider maintains an office open to the public in any of the Clients' areas. The Provider is, however, expected to fully detail any facilities it has to deal with personal calls by customers.
- 10.7.13 The minimum service level required for dealing with e-mails will be the same as for written enquiries. However, when possible, replies should be sent by the same method on the day of receipt.
- 10.7.14 The Provider shall offer a wide range of payment options for all Customers that must include facilities to pay through a bank, through the Post Office or other pay points, by post (or in person) to/at the Provider's office, by debit/credit card and through the Provider's website. Any fees payable by the Customer for using any of the payment options that have been submitted as part of the tender must not increase for the period of the Contract. Credit card fees charged to the Customer will be the lower of the amount charged to the Provider by their own bank or 3%. The Client must be made aware of any additional payment options and fees payable by the Customer, prior to their introduction for the period of the Contract.

10.8 Communication with the Client

- 10.8.1 The Provider and the Clients will provide to each other, the names and contact details of appropriate staff who will act as the main contacts relating to the Contract.
- 10.8.2 Each Client will appoint a Client Representative, who shall be a senior officer in that authority, who will:
 - Monitor the Provider's compliance of the Contract and act as the Client's representative in matters relating to the performance of the Contract.
 - Investigate and/or monitor complaints received by the Client about any actions of the Provider.
- 10.8.3 The Provider and the Clients will ensure that staff are available to answer enquiries from either party by fax or telephone between the hours of 8:30am to 5:00pm Monday to Thursday and 8:30am to 4:30pm Friday (excluding any days on which the Clients' offices are not open). The Provider must supply each Client with a dedicated telephone number(s), separate from those available to Customers.
- 10.8.4 The Client's preferred methods of contact by the Provider's staff are by telephone or email.

- 10.8.5 The Provider should ensure that staff who are undertaking visits on behalf of the Client are provided with mobile telephones and that the telephone numbers are available to each Client.
- 10.8.6 The Provider will ensure that a director or manager (Contract manager) at an appropriate level within the company is responsible for ensuring compliance with the Contract.
- 10.8.7 The capability for all interactions between each Client and the Provider to be carried out by electronic means will be required to be in place from the commencement of the Contract.
- 10.8.8 It is important that staff employed in each Client are able to interrogate and update certain records relating to this Contract via the client website, with sufficient no cost training to allow Client staff access to the system. The Provider will be required to provide full details of the system used and confirm that the service is available from 8am to 6pm, Monday to Friday. All costs of providing and maintaining this service will be borne by the Provider.
- 10.8.9 The facility to update the Provider's database will include the ability to advise the Provider of payments made direct to the Client, changes in liability and forwarding address and the ability to suspend/hold or re-start action in individual cases. The Provider must withdraw cases instantly, at no cost, where the Client requests this. Any updating of additional information provided through notes on the client web by a Client should be read/considered by the Provider before further action is taken.

10.9 Customer Complaints

- 10.9.1 The Provider will provide the Client with details of its own internal complaints procedure and the methods used to ensure this is available /accessible to customers.
- 10.9.2 The Provider must appoint a named senior officer to deal with any complaints. Customers must have full details available (e.g. Provider's Head office telephone number) on all correspondence and leaflets provided/sent to the Customer.
- 10.9.3 All complaints made to the Provider must be notified to the relevant Client within 48 hours of receipt. The Provider will provide the Client with full details of correspondence with the customer and the action taken to resolve the complaint. Where necessary, the Provider will be asked to respond directly to the customer in relation to a complaint.
- 10.9.4 Where the complaint is made direct to the Client, the Provider will provide the Client with a written report of the actions taken that led to the complaint within 5 working days. The Provider will be instructed to suspend further action until such time the situation has been resolved or until further instruction is received from the Client.
- 10.9.5 In all cases where a written complaint has been made, the Provider will seek permission of the relevant Client before taking further action. All complaints received by the Provider must be acknowledged within 2 working days and responded to in writing within 10 working days.
- 10.9.6 The relevant Client Representative should be informed immediately where the Provider receives any direct communications from a Councillor, Member of Parliament or solicitor acting on behalf of the Customer.

10.9.7 Each Client will reserve the right to act as arbitrator in any complaints made against the Provider, including the right to reduce or waive any fees in appropriate circumstances.

10.9.8 Management and monitoring of complaints will be a formal part of the information provided by the Provider to enable the Client to be satisfied of the standards of service provided by the Provider.

10.10 Performance Monitoring

10.10.1 The Provider will be required to demonstrate at defined intervals (at least quarterly) that all service and performance levels stipulated in the Contract have been achieved.

10.10.2 Each Client will set its own service and performance levels (which will be set out in a Service Level Agreement (SLA)) in consultation with the Provider. The Provider shall be required to collect and provide statistical information and management reports to demonstrate its effectiveness in meeting those service / performance levels. The Provider should with its submission show examples of performance management information it currently provides to its clients for the type of debts included in this tender. As an indication and as a minimum the following should be provided each calendar month (in excel form) and for each type of debt:

- A report on cash collection, against value of original debts - reporting cases on arrangement.
- A report showing all returned cases, the reason for return and those paid in full for the preceding month.
- A list of all cases on hold, with reason provided.
- Progress reports on all cases held by current and previous years in order of their respective Client account numbers, detailing the Customer's name, address, date received by Provider, number of days held, stage of enforcement and number of days held at each stage, last payment date, total balance outstanding to the Provider and the total balance outstanding to the Client. In addition, separate reports should be provided showing progress on cases over 6 month and 12 months. In cases where no payment has been received, a just reason is required for why the Provider still retains the case.
- Details of all complaints received in a month / period, response times met / not met and if the individual complaint was upheld / not upheld, with a short summary of the reason(s).

10.10.3 The Client must be able to have access to extract reports from Provider's website that shows cases fully paid, arrangements, live cases, trace cases, hold cases and returns. In addition, the Provider may be required to provide a number of predetermined reports on a periodic or ad hoc basis detailing the activities carried out, collection statistics and case summaries, which can be further discussed upon appointment.

10.10.4 Senior Officers from each Client and the Provider shall hold regular liaison meetings to discuss performance of the Contract, including recovery rates. The frequency of the meetings and the agenda will be agreed between each Client Representative and the Provider. Collection levels will be monitored and will be a factor in the future percentage and distribution of work allocated to each Provider.

- 10.10.5 The Client will carry out regular monitoring of the Service, this will include interrogating cases to ensure all necessary actions were properly taken, checking only correct and payable fees have been charged, confirming visits took place and payments have been remitted to the Client, as required. Full support of the Provider is expected in providing any necessary information and assistance necessary. In particular, where each Client sends a report on cases where there has been no action or payment received over a long term, the Provider is to respond with a full explanation for each case on the report within 14 days. Each Client may also carry out any direct customer survey following any action having been taken by the Provider.
- 10.10.6 Where the Client Representative forms the opinion that the Provider has failed to meet the service and performance levels, he/she will notify the Provider in writing setting out the improvements required.
- 10.10.7 If the Provider fails to rectify the position within the period stated by the Client Representative, the Provider will be liable to reimburse the Client with any losses incurred. Where there is disagreement with the extent of those losses, the matter will be referred to an arbitrator nominated by the Client and acceptable to the Provider. The decision of the arbitrator will be binding. Where no agreement as to an arbitrator can be achieved, the Client reserves the right to terminate the Contract.
- 10.10.8 The above conditions will not apply where the Client determines that there has been a significant breach of the Contract. This would include items such as failure to make payments as set out in the Contract, or the Provider being the subject of any judgement affecting their capability of fulfilling the terms of the Contract, or any monetary judgement being made against them.
- 10.10.9 Other significant breaches would be the conviction of the Provider or its employees for offences relevant to this Contract or any similar Contract.
- 10.10.10 Each Client's internal auditors will have access to relevant records held by the Provider for audit purposes.

10.11 Modifications to Service Delivery

- 10.11.1 No changes to the manner in which the Provider proposes to deliver the services covered by this Contract will be allowed unless the Provider has received written authorisation for those changes from the relevant Client Representative. Proposals for changes are to be specified in writing at least 28 days before the proposed date of the change and in line with the Framework Agreement (Appendix 2).
- 10.11.2 Where the Provider proposes to change any part of the information provided to Customers sufficient notice must be provided to the relevant Client in order that appropriate changes can be made to any documentation issued by that Client containing that information.

10.12 Training and Added Value Services

- 10.12.1 The Client believes that training is of fundamental importance to successful and effective service delivery. Delivery of the training programme and facilities available to the Provider's staff are to be submitted in writing to the Client with any tender submission.
- 10.12.2 The Provider must specify what added value services it can provide and the cost for each. The services may include, but not limited to, training,

insolvency, other debt collection methods at different stages of recovery. The pricing relating to any additional services will not be increased from the original tender prices without the agreement of the Client.

Conditions for Bailiff Services

10.13 General Conditions

- 10.13.1 In providing the service the Provider will be required to carry out its obligations under the Contract in accordance with each Client's policies on customer care, safeguarding and equal opportunities.
- 10.13.2 In providing Services, the Provider will recognise the overriding duty and responsibility that the Client owes to its customers in ensuring that the way in which the duties under the Contract are performed must accord with good standards, best practice and be carried out in a manner that reflect the needs and expectations of the public as a whole.
- 10.13.3 The Provider will work with the Client to ensure that the maximum level of collection is achieved whilst adhering to this basic principle.
- 10.13.4 It is expected that the Provider will remain a member of the recognised professional bodies identified in section B3 of their PQQ submission.
- 10.13.5 Any enforcement action from receipt to completion, relating to this Contract, will be carried out in accordance with the relevant legislation, the Client's specification and any specific service instructions issued by an individual Client.
- 10.13.6 The Provider must operate at all times within the law and act in compliance with the Association of Civil Enforcement Agencies / Enforcement Services Association Codes of Practice and the Client's own Code of Conduct (Appendix 1b).
- 10.13.7 If any compliance aspect is not clear to the Provider or there appears to be conflict between any national code of practice (or standard) and the Client's own Code of Conduct, the Provider will be required to draw such issues to the attention of the Client in writing with its tender submission.
- 10.13.8 The Provider must only use County Court Certificated Bailiffs, adequately bonded to the satisfaction of the Client Representatives when levying or distraining goods or collecting parking enforcement charges.
- 10.13.9 All bailiffs must hold a valid certificate issued by a County Court Judge and should carry this and their identification (in the form of an authorised ID with photograph), with the Client's authorisation. The Provider must provide to the Client (or an individual Client) a copy of valid Bailiff Certificates and updates as and when requested.
- 10.13.10 The identity card and the confirmation of instructions to recover the debt must 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. Any further bailiffs who attend the premises must also show their identity card.
- 10.13.11 Provider's bailiffs should also be able to advise Customers where they can obtain debt advice within their area or pass on any relevant leaflets provided by a Client.
- 10.13.12 All vehicles used by Provider's bailiffs must carry appropriate insurances.
- 10.13.13 All bailiffs must be dressed smartly, be polite and courteous at all times and always remember that they are representing the relevant Client.

- 10.13.14 The name of any bailiff who has attended the premises must be made clear on all documentation left with the Customer 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 documents and the process of providing documentation must comply with the relevant legislation.
- 10.13.15 All staff of the Provider must not discriminate on any grounds including those of race, age, gender, disability, religion and beliefs or sexual orientation. All staff, and particularly the bailiffs, during the enforcement process, must have respect for religious events and/or festivals.
- 10.13.16 An adequate and proper receipt must be issued for all monies received directly by an individual bailiff and/or by the Provider's office, whether by cheque or in cash and the Customer must be advised to keep all receipts to verify any payments made.
- 10.13.17 This clause intentionally left blank
- 10.13.18 The key objective is for the Provider to act in a diligent and professional manner at all times and to obtain payment by one of the following methods, listed below in order of preference:
- By immediate and full payment without recourse to distraint
 - By payment arrangement, in line with guidelines specified by each Client
 - By levy of distress and sale of goods
 - By obtaining information enabling the Provider or the Client to make an attachment of earnings order
- 10.13.19 Whilst it is expected that the majority of cases will be for Customers who live locally to the Client, the Provider must provide a national coverage so that enforcement can be anywhere in England and Wales and where it is legally permissible. For the avoidance of doubt, visits outside the boundaries of Leicestershire and Rutland shall be carried out at no additional cost to the Client, and all costs and expenses of such visits shall be borne by the Provider. It will not be acceptable to return a case or wait for a significantly long period (i.e. over 6 weeks to accumulate other cases for a specific area) because a Customer lives outside Leicestershire, Rutland or outside of a Provider's normal area of enforcement.
- 10.13.20 The bailiff charges must not exceed such sums as are set out in legislation, dependant on the nature of the debt being recovered.
- 10.13.21 Where instructions are received from the Client to suspend action, the Provider must ensure that the Customer or the Client incur no further costs of any kind; action is to be suspended immediately and no further visits are to be made until instructed otherwise.
- 10.13.22 The Provider is required to amalgamate different cases for the same Customer and the bailiff should make only one visit and only one enforcement fee is to be charged.
- 10.13.23 The Provider must be able to accept and provide electronic files to be uploaded or downloaded for referrals, returns, reports and payments. An acknowledgement will be required for all referrals received and entered on the Provider's system within 2 working days. New cases must be linked to existing ones already held by the Provider. The Provider must also link

together any joint and several liability cases sent by the Client, and not already linked. Any disputed additional fees, where linkage has not been made, are to be refunded to the Customer.

10.14 General Conduct

- 10.14.1 The Provider must operate at all times within the law and act in compliance with the Association of Civil Enforcement Agencies / Enforcement Services Association Codes of Practice and the Client's own Code of Conduct. The Provider may have its own Code of Conduct / Guidance. Any such code or guidance may be included in a submission but the Client's own Code of Conduct and SLA shall take precedent.
- 10.14.2 The Provider must ensure that all their staff are provided with the right level of training to ensure that they understand and are able to act, at all times in accordance with the relevant legislation and the Codes of Practice/Conduct mentioned above. Staff training must be provided at the commencement of employment and at regular intervals afterwards to ensure that all the appropriate skills and knowledge are kept up to date.
- 10.14.3 All staff of the Provider must be made clearly aware that they are acting on behalf of the relevant Client and shall do nothing to prejudice the reputation of that Client. They must act in a professional, calm and dignified manner towards the Customer and other persons encountered in the process and are to remain so at all times.
- 10.14.4 All staff of the Provider must not misrepresent their powers, qualifications, experience or abilities.
- 10.14.5 Threats or violence to their employees are in the first instance, a matter for the Provider to deal with. However, the Client's Supervising officer must be immediately made aware where there is actual act of violence or potential future violence, or of cases where there may be a direct or indirect implication by way of threats or violence against a Client's staff.
- 10.14.6 The Client reserves the right to request the removal from the Contract of any person employed or engaged by the Provider if they fail to act in a proper and appropriate manner in relation to work being undertaken on behalf of the Client. This shall also apply to any employee of the Provider who has been convicted of any offence involving dishonesty, deception, fraud, or violence. Such removal shall be entirely at the Provider's expense and the Provider shall indemnify the Client or an individual Client in respect of any claims arising from this action.

10.15 Specific Conditions – Parking and Traffic Debts

Introduction

- 10.15.1 Bailiffs should be aware that parking fine debts are by themselves fairly small when compared to the potential fees that can accrue. The potential for adverse comment in the media, should be taken into account when applying fees. For this reason the Client will, prior to or following appointment, agree guidelines regarding both the application of successive fees and the total fee level when such fees are deemed to be excessive. Such guidelines shall not dissuade the Provider from pursuance of the warrant and/or debt.
- 10.15.2 At no point must the reputation of the Client be brought into question through the actions of a Provider.

- 10.15.3 At least one company employed on this contract shall have vehicles with ANPR capability.
- 10.15.4 At least one company employed on this contract shall have vehicle clamping capability if required by the Client.
- 10.15.5 Performance levels (Expected Recovery Rate) for different classes of cases passed will be expected to be achieved. These performance levels are shown in Appendix A and will be calculated and submitted to the Client within one week of the end of each calendar month. These performance levels may be changed annually by the Client on the anniversary of the contract to ensure they remain appropriate.
- 10.15.6 The Client may engage at least two main bailiff companies (Contractors) to the Contract with (approximately) an equal amount of cases passed to each. The recovery rates will be examined every 6 months and the Client reserves the right to alter these percentages with a view to passing more cases to the most successful Provider. The Client shall also have the ability to appoint another bailiff to act as reserve or to receive returned cases. These shall vary between employing Clients.
- 10.15.7 Though the passing of each case shall normally be a 'random' selection via its Notice Processing Software, the Client shall retain the ability to select a bailiff for specific cases where it is appropriate; for instance where one bailiff already holds a warrant against a specific customer.
- 10.15.8 Each Provider shall make a monthly return to the Client detailing overall information on the cases for which they are acting. This return shall be standard for all Providers, shall be in an Excel format and the information required is shown in Appendix A.
- 10.15.9 The Provider shall offer a no-cost data cleansing service with the intended purpose of reducing the Client's Warrant application costs. The Client may still choose to register all or some of these categories and pass to a Provider. The categories of data to be supplied to the Client include the following, but the Client reserves the right to add or remove categories to the list:
- Deceased
 - Bankrupt/Imprisoned
 - Customer gone away
 - 10 or more warrants returned un-collectable
- 10.15.10 The Expected Recovery Rates for each type of case is shown in Appendix A and shall include:
- Cases passed to the Provider with no data-cleansing applied.
 - Cases passed to the Provider after data-cleansing applied.
 - Cases that fail data cleansing but still passed to the Provider.
 - 2nd referral cases (ie cases passed back to the Client after 6 months)
- 10.15.11 Performance Bonuses: During the duration of the contract the Client reserves the right to apply (or subsequently remove) performance bonuses for recovery rates that exceed those expected. These are also shown in Appendix A. If applied, the Provider shall be due a sum equivalent to a percentage of the original debt for those cases above the Expected

Recovery Rate. The Client will agree with the Provider the precise method of calculating the Performance Bonus before it is applied.

- 10.15.12 The Client also reserves the right to apply a guaranteed recovery rate. If applied, the Provider shall guarantee a Recovery Rate of not less than the Expected Recovery Rate less 5%, reviewed monthly for the previous 6 month period.
- 10.15.13 Bailiffs must neither state nor infer that they are employed by the Client, though they are required to confirm they are acting on behalf of the Client. They must carry at all times full and proper photographic identification, issued and authorised by the Provider, produce this without being asked whenever on duty, and show it to any other person having reason to require it. Bailiffs must also carry a copy of the Client's authorisation to the Provider to act on behalf of the Client, and be instructed to produce the document if requested to do so by any person having reason to require it.
- 10.15.14 Unless otherwise agreed, all automatic electronic communications between the Client and the Provider shall be via the Client's software. The current suppliers of this software are shown in Appendix A, and any bailiff shall demonstrate its ability to exchange all necessary data prior to commencing any case work. This specifically includes payment and return files.
- 10.15.15 Relating to 10.7.8, Customer and Client calls to the Provider, the Client's preference is for both of these to be either free or local calls from a landline and the proposed telephone charges will be stated to the Client before appointment. The Provider shall in any event offer a free call-back service if requested by a customer. For the avoidance of doubt, an automated answer with a queuing facility is not considered as being answered, though an automated answering facility offering a call back is.
- 10.15.16 If a payment plan is in place, additional charges should not be applied if the Customer has missed a single payment without an attempt to contact the Customer being first made by the Provider. A letter fee would however be appropriate.
- 10.15.17 Any monies recovered by the Provider on each case shall be first remitted to the Client against the debt, and before any fees are retained by the Provider – ie the original debt shall have first call on any money recovered.

10.16 Service Specification

- 10.16.1 The Provider will be required to execute the warrants of execution obtained by the Client against motorists who have failed to pay Penalty Charge Notices (PCNs), issued for contravening the Parking and Traffic Regulations, and to dispose of impounded cars on a non-commercial basis from time to time as instructed. The Provider shall execute the warrants in accordance with the terms of this Specification, the code of practice and the Contract conditions.

10.17 Receipt of Instructions

- 10.17.1 On receipt of instructions at the Provider's head office, case files will be created on their system within 2 (two) working days.
- 10.17.2 Prior to actioning any instruction the Provider will transfer and reconcile the record 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.

10.17.3 A report will be forwarded to the Client as confirmation of receipt and so that the Client may check the details entered.

10.17.4 The Provider must support the provision of the specified service with an IT system that will interface with the Client's PCN processing and Cash Receipting IT systems and that is capable of:

10.18 Recording all the pertinent data relating to the instructions issued by the Client

10.17.5 Recording payments, arrangements, enforcement stage reached, action taken to date and other transactions/history relevant to the case, so that the Customer's/Client's enquiries can be satisfactorily answered on demand. This includes weekly status updates.

10.17.6 Providing adequate controls at input, throughput and output stages

10.17.7 Printing reports on individual cases and together with simple statistical information with complete audit trails including reports such as 'on-hold' cases

10.17.8 The Provider will provide access to its IT system, both to send and receive data securely and to communicate generally. The IT system should:

- Provide the Client access to identify all fees and any payments itemised individually, which are applied to a Customers account and tie these into a history of events.
- Interact in real time with communication to the bailiff via mobile phone or PDA etc, to reflect immediately any changing status of the case

10.17.9 The Provider will be responsible for:

- Providing secure access for the Client to the Provider's IT system via the web using password controls
- Ensuring that its communication equipment is fully compatible with the Client's systems.
- Ensuring that all its data output conforms with the required format specified by the Client's Representative, and is virus free
- Keeping records up to date
- Keeping detailed records of all monies collected on the Client's behalf for a minimum of 7 years
- Registering and complying with all the provisions of the Data Protection Act 1998 and Computer Misuse Act 1990
- Regularly reviewing the security arrangements for all aspects of data processing

10.17.10 The Provider will allow immediate access to its records and accounts pertaining to the service when requested by the Client's Representative – e.g. for audit purposes

10.19 Authorisation of Bailiffs

10.19.1 The Provider must endeavour to ensure that all bailiffs that it engages are directly employed by the Provider, competent, honest and fully trained in the tasks that they have to undertake.

10.19.2 Warrants shall remain the property of the Client.

10.20 Ensuring that employees meet the Client's conduct and appearance requirements

10.20.1 No employee is permitted to talk to the press about any case without the permission of the Client's Representative who must be informed of any such contact.

10.21 Working Procedures

10.21.1 The Provider shall provide a process flowchart showing the progression of cases from initial instruction through to completion; process flowchart may be subject to change during the term of the contract to reflect changes to operational procedures and/or legislation.

10.21.2 In the interest of collecting the debt in the most efficient manner, the Provider may make additional visits and/or send additional letters at their discretion. However, no additional charges will be incurred as a result of this.

10.21.3 Visits will be conducted at different times during the day to ensure the maximum possibility of contacting the Customer. At least one visit will occur outside of normal working hours (9.00 am to 5.00 pm). Recovery action will not be undertaken on Sundays, on Bank Holidays, on Good Friday or on Christmas Day.

10.21.4 The Provider must comply at all times with the statutory provisions of the most recent legislation. Such provisions and legislation shall over-ride the Code of Conduct (Appendix 1b) and will include:

**The Enforcement of Road Traffic Debts (Certificated Bailiffs)
(Amendment) Regulations 2003**

The Enforcement of Road Traffic Debts Order 1993

TEC Code of Conduct

Department for Transport Operational Guidance to Local Clients

The Data Protections Act 1998

10.21.5 The Provider will also follow the guidance in the National Standards for Enforcement Providers issued by the Lord Chancellors Department in April 2002 where appropriate.

10.21.6 Whilst it is expected that the majority of PCN Warrants will be for Customers who live in the Client's District, the bailiffs must give a national coverage anywhere in England & Wales.

10.21.7 Issuing a letter of Intended Action to Customers: This should be issued to all Customers within 7 days of receipt and all letters and forms used in performing this Contract must be legally correct and where possible in "Plain English".

10.22 Levying or attempt to Levy Distress

10.22.1 Before attempting to levy distress the Bailiff must endeavour to establish that:

- The person named on the warrant of execution may have possessions at the address where he/she intends to execute it.
- The debt is still either wholly or partly due.

- There are no unsolved queries, or complaints which should be dealt with before proceeding.
- 10.22.2 On visiting a Customer, the bailiff will introduce himself or herself as a certificated bailiff from the Provider acting on behalf of the Client and produce his/her company photographic identification. The bailiff will deliver a copy of the warrant issued by the Traffic Enforcement Centre (TEC) to the Customer as required by the appropriate legislation.
- 10.22.3 The Client acknowledges that the withdrawal or suspension of action can result in the Provider incurring expenses which cannot be recovered. The Client therefore undertakes to put in place procedures to reduce this risk to the bailiff.
- 10.22.4 If possible a full payment should be sought. Payment arrangements may be offered to the warrant expiry date and the arrangement period shall be relevant to the overall debt. The Client reserves the right to interceded on a payment plan it considers to be too short. Agreements cannot extend beyond the expiry date of the Warrant.

10.23 Distraing where walking possession agreement is used

- 10.23.1 Following distraint the Bailiff should invite the person named in the warrant of execution to sign a walking possession agreement:
- Where he/she accepts the offer and enters into a walking possession agreement, the Bailiff should leave a copy of the agreement with him/her, itemising the goods distrained upon and costs incurred, before leaving the premises
 - Where he/she refuses to sign an agreement, refuses to make payment, or enters into an agreement but subsequently breaks it, the distrained goods should be removed at the earliest possible opportunity
- 10.23.2 In exceptional circumstances goods may be removed immediately following distraint without any requirements to enter into a walking possession agreement.

10.24 Distraing and Removing Goods

- 10.24.1 Where distress is levied and goods removed, the person named in the warrant of execution must be informed in writing by the bailiff making the distraint before leaving the premises:
- What goods have been removed
 - Where his/her goods have been removed to
 - How much he/she needs to pay to stop them being sold, and how the costs are made up
 - Who he/she needs to contact about any queries they may have or any complaint that they wish to make
- 10.24.2 Where distress is levied and goods removed, the person named in the warrant of execution must be given whatever other information he/she may reasonably require.

10.25 Securing and storing of Distrained Goods

- 10.25.1 Goods which have been distrained upon must at all time be:
- Handled with due care and attention

- Properly secured
- Properly insured

10.26 Selling Distressed Goods

- 10.26.1 Where goods are distressed upon and removed, all reasonable steps should be taken to ensure that the best possible prices are obtained if they are ultimately sold.
- 10.26.2 When the goods are to be sold, the Provider shall
- Inform the person named in the warrant of execution that a sale has occurred and the amount raised (where necessary providing a breakdown for each item)
 - Credit the amount to their account after deduction of the expenses incurred, which must be clearly itemised, and
 - Inform the person named in the warrant of execution of any balance due, or refund any overpayment.
- 10.26.3 All reasonable steps must be taken to trace the whereabouts of Customers not responding
- 10.26.4 The Provider will at all times act with due regard to the relevant legislation and ensure that all bailiffs have comprehensive knowledge regarding current legislation. All employees will adhere at all times to the Code of Conduct agreed between the Client and the Provider.

10.27 Schedule of Charges (please refer to 10.15.1)

- 10.27.1 The Provider shall only charge fees in connection with distress which are in accordance with the Enforcement of Road Traffic Debts (Certificated Bailiffs)(Amendments) Regulations 2003, which were laid before Parliament on 17 July 2003 and came into force on 15 August 2003 (or their successors).
- 10.27.2 The charges incurred by the Customer will be in accordance with the agreed Schedule of Charges between the Provider and the Client; this must clearly demonstrate the respective costs for the various stages of debt recovery.
- 10.27.3 No commission will be charged on all monies collected or paid direct to the Client. No charges will be made to the Client for any aspect of the service.

10.28 Banking and Accounting Money

- 10.28.1 The Provider will be responsible for all the bank charges including chargebacks and any other costs associated with administering the account.
- 10.28.2 The Provider will provide the Client's Representative with the following on a weekly basis;
- A schedule analysing all cleared monies banked in the relevant period, including at an individual transaction level, the account and warrant reference details, payees name and amount, amount paid to the Client, and Provider's fees/costs and amount collected against them.
 - A BACS payment for the full amount of cleared funds of the Client's debt recovered from the Client's Customers the previous fortnight.

- A file containing details of returned warrants
- A specific notification process is required for 'Refer to Drawer' changes and Chargebacks in order for the Client to adjust or re-set the case

10.28.3 Any monies that require returning to the Provider (i.e. charge-backs) should be first notified and agreed with the Client. They will normally be subtracted from the next remittance following agreement with the Client.

10.29 Providing and Administering Payment Facilities

10.29.1 Receipts must be issued in all cases where a receipt is specifically requested and where a stamped addressed envelope is received.

10.29.2 Direct payments will not normally be accepted by the Client where it is known that the Provider is involved with a particular case. However, if payments are received by either the Client or its partner Clients the Client will endeavour to notify the Provider within two working days of receipt.

10.30 Reporting

10.29.3 Each remittance sent to the Client will be accompanied with a detailed schedule showing:

- The Provider's account number
- The Client's account number
- The amount of payment received
- The number of cases returned with the remittance schedule

10.31 Providing Performance Management Information

10.31.1 The Provider will provide performance reports giving information required by the Client each month. Subject to 1.15 above and Appendix 2, information will be required on:

- The number of warrants received in the period
- The number and age of warrants currently live on the Provider's records
- The number of cases on hold awaiting Client intervention
- The number of cases where a payment agreement is in force
- Warrants successfully executed in the period, analysed by total, value and recovery stage
- Warrants returned unexecuted in the period, analysed by category (reason) type, value and recovery stage

10.31.2 In any event the Provider will provide such other information, and in such a format, as may be required by the Client.

10.31.3 All warrants will be returned to the Client within 6 months of receipt, unless there is a payment arrangement in force or the Provider is carrying out further investigations.

10.32 Returning paid and withdrawn debts

10.32.1 The Provider shall; within ten working days of paid cases being cleared or being identified as withdrawn complete the case on the Providers system

and notify the Client of completed cases either by way of a return warrant report, or return warrant list, and audit file.

10.33 Insurance Indemnities

10.33.1 The Provider must also undertake to indemnify the Client against all claims, damage or losses which result from the Provider's actions.

10.34 Performance Level

10.34.1 The Provider will achieve 100% compliance relating to:

- Submission of reports
- Turnaround of cases
- Arrangement periods for payment instalments
- Response to correspondence
- Remittance of amounts collected

10.35 Corruption

10.35.1 The Client shall be entitled to cancel this agreement and recover any resulting losses if the Provider or his employee or Providers, with or without his knowledge in respect of this agreement or any other agreement between him and the Client:

- Does anything improper to influence the Client, either to give him the agreement or to take action or to refrain from taking action in relation to the agreement or,
- Offers any fee or reward the acceptance of which would constitute an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972.

APPENDIX A - General Information (including Clients covered by the Specification for Lot 2):

1. Leicestershire County Council

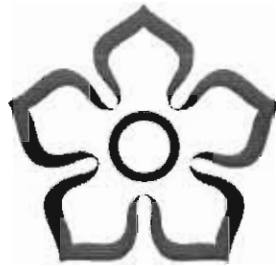
The County Client and its partner District Clients carry out Civil Parking Enforcement under powers contained in Part 6 of the Traffic Management Act 2004.

We do so under a Joint Working Arrangement which began in July 2007 and the partners are:

Leicestershire County Council
Blaby District Council
Charnwood Borough Council
Harborough District Council
Hinckley and Bosworth Borough Council
Melton Borough Council
North West Leicestershire District Council
Oadby and Wigston Borough Council

The Client's Notice Processing Software is supplied by Chipside

Appendix 1b



Leicester
City Council

Bailiff Code of Conduct

Recovery of Parking and Traffic Debts

Leicester City Council
Rutland County Council
Leicestershire County Council

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Bailiff Code of Conduct – Parking and Traffic Debts

1. General Introduction

1.1 This code of Conduct explains the requirements placed upon any bailiff company and its representatives, hereafter referred to as "the Provider", contracted by the Client for the purpose of assisting in the collection of Parking and Traffic Debts through the use of a range of enforcement measures.

1.2 Any conflict between this Code of Conduct and the overarching specification and general conditions shall be referred to the Client for clarification.

1.3 Responsibility for administering the code lies with each individual Client, hereafter referred to as "the Client".

1.4 This code replaces all previous codes and working arrangements. Subsequent variations to the code that result from either legislative changes or improved working practices will be included in this document and recorded through a change control process.

1.5 This Code of Conduct can be amended during the contract term by the mutual consent of the Client and the Provider. Such amendments shall be fully documented.

1.6 Responsibility for administering this code lies with the Client, either for itself or on behalf of any partner Clients, listed in this Code of Conduct.

1.7 Copies of this code must be freely available from the offices of both the Client and the Provider; it may also be available on the Client's Internet site, and offered readily to any person who requests it.

1.8 At no point must the reputation of the Client be brought into question through the actions of the Provider.

1.9 Bailiffs and all other employees of the Provider must adhere to the Lord Chancellor's Department National Standards for Enforcement Agents issued in 2002, Association of Civil Enforcement Agencies / Enforcement Services Association Codes of Practice, together with all relevant bailiff legislation.

1.10 The geographic scope for enforcement is anywhere in England and Wales.

1.11 Bailiffs must neither state nor infer that they are employed by the Client; they are, however, required to confirm they are acting on behalf of the relevant Client. They must carry at all times full and proper photographic identification, issued and authorised by the Provider, and produce this without being asked whenever on duty, and show it to any other person having reason to require it. Bailiffs must also carry a copy of the Client's authorisation to the Provider to act on behalf of the Client, and be instructed to produce the document if requested to do so by any person having reason to require it.

1.12 The Provider's employees will maintain an acceptable standard of dress consistent with the provision of a professional service. They must act in a lawful, dignified and courteous manner, being firm but fair at all times.

1.13 The Provider must not discriminate on any grounds including those of age, disability, ethnicity, gender, race, religion or sexual orientation that is likely to make the Client liable or potentially liable to a claim, e.g. under the Race Relations Act 1976, the Sex Discrimination Act 1986 or The Equality Act 2010.

1.14 The Provider will ensure interpreter services are called upon whenever it is apparent the customer's first language is not English or there are clear difficulties in understanding matters at issue.

1.15 The Provider must ensure that its recruitment, selection and training purposes are suitably robust to ensure its employees are wholly capable of delivering the contracted service to the standards required by the legislative and regulatory frameworks and the demands of this code of Conduct.

1.16 Where the actions of the Provider are questioned, the Client will require a detailed written explanation of events to be supplied within five working days. Such responses may be forwarded to customers in demonstration of the transparent service delivered.

2.0 Specific Introduction

2.1 The Provider must comply at all times with the statutory provisions relating to Parking debts including the Traffic Management Act 2004. Any doubt over the interpretation of the law needs to be referred to the Client for reconsideration.

2.3 Bailiffs and enforcement officers must possess a detailed knowledge of the Law of Distress and revenue collection procedures. Bailiffs levying distress on behalf of the Client must hold a current and valid certificate issued by the County Court, and ensure it remains in date at all times.

2.4 Each Client will set its own detailed service and performance levels in consultation with the Provider. The Provider is to collect and provide statistical and management information to demonstrate its effectiveness in meeting those service / performance levels.

3.0 Caseload Administration

3.1 The Client will forward caseload to the Provider usually in an electronic file format, if necessary hard copy referrals will be made. The level of information contained in the files will be as agreed between the Client and the Provider, and wherever possible instructions will be uploaded automatically into the Provider's computer systems.

3.2 Personal information transmitted between the Client and the Provider and vice versa is confidential. Data must be encrypted/password protected to ensure it cannot be obtained by an unauthorised source, and the use of all data must comply with the requirements of the 1998 Data Protection Act.

3.3 Where either the Client or the Provider retains data on its computer system for access by either party, the data must be kept under secure conditions to prevent its access by an unauthorised source.

3.4 Caseload allocated to the Provider must be uploaded and monitored via the Provider's client web, which must be kept up to date to ensure reliable data can be viewed at all times. The Provider needs to ensure the Client has constant access to its client web throughout office hours, and provide sufficient training to ensure the Client can interpret accurately the progress of its caseload at all times. Full and unambiguous notation needs to be available on the client web to document the administration of any case passed to the Provider.

3.5 The Client reserves the right to recall any case referred to the Provider. In such circumstances the Provider will cease its action immediately.

4.0 Visiting Standards

4.1 Normal hours to make visits between are 8:00 am and 6:00 pm; these times can be extended to between 6:00 am and 9:00 pm without prior approval from the Client, and may also include Saturdays within these time limits. The Provider needs to be mindful that during extended visiting hours and Saturdays the Client is unlikely to have officers available to assist with any enquiries. No visits must be made on Sundays or Bank Holidays. Visits will be conducted at different times during the day to ensure the maximum possibility of contacting the debtor. At least one visit will occur outside of normal working hours (9.00 am to 5.00 pm). In the interest of collecting the debt in the most efficient manner, the Contractor may make additional visits and/or send additional letters at their discretion. However, no additional charges will be incurred as a result of this.

4.2 Arrangements may be made between the Provider and Client to vary or reduce visiting arrangements at certain seasonal times like Christmas and New Year. Bailiffs will be respectful of the religion and culture of others, and be aware of the dates for religious festivals and carefully consider the appropriateness of undertaking enforcement on any day of religious or cultural observance, or during any major religious or cultural festival.

4.3 Bailiffs will make themselves available by mobile phone during their working hours and have appropriate messages on voicemail to assist customers.

4.4 The Provider will agree the templates for standard documentation with the Client, and ensure that all notices and other documents left with, or sent to customers are on pre-printed stationery, unambiguous and clear in their content, comply with all relevant regulations, and meet plain English standards. A file of all standard documentation should be provided to the Client and updated in line with any changes made.

4.5 Reasonable checks need to be made to ensure bailiffs visit the correct address, and they must have access to accurate details concerning each customer's case. If during their visit it is apparent to the bailiff that the customer has moved address, discreet enquiries need to be made with the current / new occupier to establish a forwarding address without revealing the nature of the visit to such third parties. The information gathered including details about the new occupier(s) need to be confirmed on the Provider's client web and referred to the Client without delay.

4.6 In the event of a visit resulting in no contact with the customer, notification must be left in a sealed envelope addressed to the customer marked private and confidential. The notification must confirm the bailiff's contact details, the date and exact time the visit was made, and details of the balance outstanding including any fees incurred. Documentation must only be posted through the property's letterbox; if there is no such point of delivery the bailiff needs to take advice from the Client.

4.7 The bailiff should seek to establish the identity of all persons present, and must ensure that where discussing debts they are dealing with the customer and/or their agreed representative. If the bailiff experiences difficulties in communication due to a language barrier, advice should be obtained from the Client, which may be able to offer a translation service.

4.8 Entry must not be attempted if the only people at the property are understood to be under the age of eighteen. Entry must be peaceful and bailiffs must under no circumstances seek to gain physical access to a property by use of deception.

4.9 The customer's privacy needs to be respected at all times. No conversations concerning a debt should occur in a public area, and wherever possible, customers should be interviewed in private unless they wish other persons to be present.

4.10 Bailiffs must maintain a calm and professional manner at all times, irrespective of whether they are subject to provocation in the course of fulfilling their duties. Physical confrontation must be avoided at all costs, and if the customer becomes violent or the bailiff fears for their personal safety they should seek to withdraw and report the incident to the police, their line manager and the Client.

5.0 Payment Arrangements & Payments Received

5.1 The bailiff's initial contact with a Customer will be with the intention of seeking immediate and full payment of the debt. Where this is unrealistic a payment arrangement should be established, which the Provider must monitor. Arrangements must be confirmed in writing, and give a clear explanation of the total amount due, the repayment amounts and due dates, and the consequences of it not being maintained. The Provider is to issue a maximum of one payment arrangement reminder letter, which will require the arrangement to be brought up to date within five working days and maintained thereafter. At all stages of the distress process, apart from where the removal of goods has started, customers are to be encouraged to make a payment arrangement within the agreed guidelines as the Client would wish to avoid the removal of goods unless absolutely necessary.

5.2 If possible full payment should be sought. Any payment arrangements offered to the debtor will normally be up to 20 weeks, though it is acceptable for an arrangement to run to the end of the warrant period provided continued payments are being made. Agreements should not extend beyond the expiry date of the Warrant.

5.3 Distraint where walking possession agreement is used

- i) Following distraint the Bailiff should invite the person named in the warrant of execution to sign a walking possession agreement where:
 - He/she accepts the offer and enters into a walking possession agreement, the Bailiff should leave a copy of the agreement with him/her, itemising the goods distrained upon and costs incurred, before leaving the premises
 - He/she refuses to sign an agreement, refuses to make payment, or enters into an agreement but subsequently breaks it, the distrained goods should be removed at the earliest possible opportunity
- ii) In exceptional circumstances goods may be removed immediately following distraint without any requirements to enter into a walking possession agreement.

5.4 Distraint and Removing Goods

- i) Where distress is levied and goods removed, the person named in the warrant of execution must be informed in writing by the bailiff making the distraint before leaving the premises:
 - What goods have been removed
 - Where his/her goods have been removed to
 - How much he/she needs to pay to stop them being sold, and how the costs are made up
 - Who he/she needs to contact about any queries or complaint that they wish to make
- ii) Where distress is levied and goods removed, the person named in the warrant of execution must be given whatever other information he/she may reasonably require. In particular, the signed Walking Possession Agreement shall be made available to the client and/or the customer on request.

5.5 If the bailiff considers the customer's circumstances are such that they may be eligible for some form of benefit but have not applied, the bailiff should advise the customer to apply.

5.6 There will be occasions when the Client will direct the Provider to accept an arrangement and require the Provider to monitor its payment thereafter.

5.7 Official, numbered company receipts must be given in all instances where payment is received in person by a bailiff. The receipt must state the date and the exact amount received the method of payment, and confirmation of any balance outstanding. The bailiff must advise the customer to keep all receipts in the event that they are required to verify payment.

5.8 Where the Provider receives payment by post, a receipt will only be required if the Customer provides a pre-paid self-addressed envelope for this purpose.

5.9 Postal payments received by the Provider prior to the start of a bailiff visit that clear a debt in full must be accepted by the Provider as final settlement without the additional bailiff fees being added.

5.10 Where the removal of goods is imminent, the Client will not endorse payment by a non-guaranteed method like cheque; cash is the favoured option.

5.11 Any online payment functionality offered by the Provider must include the facility for customers to obtain a receipt for any payment made.

5.12 The scale of charges the Provider applies to payment by certain methods like debit or credit card will be agreed with the Client in advance of its application and displayed clearly to customers.

5.13 The Client will notify the Provider of payments made directly to the Client as agreed.

5.14 There may be occasions where the Client refers an additional liability order to the Provider, who has an existing arrangement with the customer. In such instances the Provider will visit to make the necessary levy. However it is at the Providers discretion (dependent on the timing of the additional referral, how much the referral is for, and how much remains to be paid on the original case), as to whether a separate payment arrangement is set up for the new debt or if its payment is scheduled to begin when the existing one ends.

5.15 If there are sufficient goods and the Customer refuses to make an arrangement, a notice of removal must be left confirming that if neither payment in full (including bailiff fees) nor an acceptable payment arrangement is made within five working days, the bailiff will revisit with the intention of removing goods from the sixth day onwards.

5.16 Where the removal of goods may result in the business's closure, or job losses, the bailiff must contact the Client for guidance before action proceeds.

5.7 If the customer is unable to make a reasonable payment offer, or has insufficient goods or refuses legal access, the Provider will return the case to the Client with a full report of the circumstances duly certified "nulla bonna" so further enforcement action may be considered.

6.0 The Removal and Sale of Goods

6.1 The Provider may remove goods with a view to their sale if a suitable payment arrangement is neither made nor maintained with a customer who owns sufficient goods duly identified which, when sold, would discharge a minimum of 50% of one case and the related fees. No removal must be attempted unless there has been prior contact with the customer and all other legal requirements have been fulfilled.

6.2 The Provider must only remove goods in accordance with prescribed regulations, Specification and this Code of Conduct, and never knowingly any items which form part of an existing levy by a third party.

6.3 The Provider may make the Client aware of its intention to remove goods if it considers such action to be prudent.

6.4 All goods removed need to be listed on an inventory that also details any obvious defects to the items, a copy of which must be left with the customer. Additionally the customer must be provided with written confirmation of the total balance outstanding, including bailiff fees, and notification of the intention to commence sale proceedings if payment in full is not received within a further five working days. If the customer is not present, the authorised possession notice and associated documentation needs to be left in a prominent place within the premises for their attention in a sealed envelope marked private and confidential. Time and date-stamped photographs should be taken of the goods removed to indicate their condition and reduce the possibility of a subsequent claim for damages, where considered appropriate.

6.5 The Provider or Providers acting under their supervision must ensure that the removal, transportation and storage of goods occur with due care and attention; the items taken into possession must be covered by an adequate insurance policy.

6.6 Where a vehicle is clamped a report may be completed detailing its condition prior to clamping.

6.7 The cost of transporting goods to the place of sale and the auction costs must be kept to a minimum. Reputable auction facilities must be used to ensure the sale is properly publicised with a view to encouraging as many potential buyers as possible to assist in securing the best price for the goods. Appropriate reserves should be placed on any goods of high value, which is defined as any single item with an estimated value of £500. A specialist sales room should be engaged for the sale of any particularly high value and specialised items like jewellery and antiques.

6.8 The Provider must advise the customer where the goods will be stored, which must be a reasonably accessible location, and the anticipated date and place of auction. The customer must be given an opportunity to redeem their goods by paying in full prior to the auction.

7.0 Fees

7.1 Fees must be levied in accordance with the schedules laid down by statute. Where "reasonable fees and expenses" apply, the Provider is to include the scale of charges with the tender submission. A full and comprehensive breakdown of fees must be provided to the customer or Client within five working days of their request.

7.2 The Client will inform the Provider of any instances where it is considered fees have been added incorrectly or inappropriately. In any such instance where the customer has paid such fees, the Provider will refund these without delay.

7.3 Fees must not be added for a future action, although clear information about potential charges that may be incurred for subsequent late or non-payment should be included on documents.

7.4 All fees incurred must be clearly stated in a legible manner on documentation provided to customers, with no reference to phrases like "ring for balance". There may be occasions where the removal of goods occurs when it is initially impractical to be able to confirm the fees level. Any inappropriate application of fees or alteration of pre-printed stationery identified by the Client will be referred to the Provider, who will be expected to apply their disciplinary code to any of its staff identified as having been involved in such practices.

7.5 Where the Provider administers more than one liability order for a customer, fees must be calculated on the aggregate balance of all, not individual, orders.

7.6 Enforcement/van charges shall normally be added once where goods are not removed, unless removal has actually commenced and goods are returned due to payment.

7.7 Bailiff levy fees must be calculated on the amount outstanding at the time of the levy rather than the original amount referred.

7.8 Any percentage fees will be rounded to the nearest pound.

8.0 Warrants

8.1 Following the issue of a warrant, the Client will issue a contact letter to customers confirming that unless they pay in full or make an arrangement within seven days enforcement will proceed.

9.0 Disputes, Correspondence & Complaints

9.1 In the event of the customer disputing aspects of their liability or payment history the Provider may contact the Client for clarification on the nature of the charge outstanding and payments received, and how to proceed.

9.2 The Provider will answer all correspondence from customers within 10 working days of it being received, wherever possible, supplying copies of such to the Client for its own records where considered appropriate.

9.2 The Provider will administer an internal complaints procedure, which its representatives must be conversant with, and provide a monthly statement that summarises the complaints it has administered in respect of the Client's customers, to include confirmation of the number of complaints that were or were not upheld and the number where the response target of 10 working days has been met.

9.3 The Client will investigate all complaints it receives relating to the actions of the Provider and its representatives, responding to the complainants in accordance with its complaints procedure and informing the Provider of its findings. The Provider must send all relevant information relating to the complaint, within five working days of being requested by the Client, so that a response can be issued without delay.

9.4 The Provider will provide the Client with a copy of its complaints procedure, and advise the Client of any subsequent amendments to the process within five working days of their occurrence.

9.5 The Client and Provider will share appropriate documentation to enable either party to administer its complaints caseload efficiently and to respond to customers fully within ten working days.

9.6 The Provider should make use of the complaints and disciplinary procedures of professional organisations like the Association of Civil Enforcement Agencies or the Enforcement Services Association.

9.7 Any matter which is found to involve serious misconduct or an unacceptable contravention of the specification/code of Conduct may lead to termination of the Client's agreement with the Provider unless the Provider satisfies the Client that the member of staff or bailiff whose misconduct or contravention is at issue has been properly dealt with through the Provider's formal disciplinary processes.

9.8 The Provider must make available to customers and stakeholders details of their complaints procedure on request and publicise it in accessible places like its website and offices.

9.9 Facilities should be in place to ensure the complaints procedure is available by means accessible to disadvantaged customers like those with visual impairment or whose first language is not English.

10.0 Vulnerable Customers

10.1 Attempt should not be made to levy or remove goods from the following type of customers due to their vulnerability without prior reference to the Client:

- ❖ Any elderly persons where it is apparent they are frail, confused, ill or having difficulty in dealing with their affairs.
- ❖ Any severely disabled persons.
- ❖ Any person considered being mentally impaired.
- ❖ Any household where there has been bereavement within the last two weeks.
- ❖ Any customer (or their partner) who is in the last two months of pregnancy.
- ❖ Any customer (or household member) who is suffering from long term or serious illness.

11.0 Goods Exempt from Distress

11.1 During the enforcement process the Provider must exercise caution, consulting with the Client for advice where there is doubt about removing certain goods or any recovery action being taken.

11.2 Only the goods and chattels of the person named on the warrant of execution, or goods owned jointly should be subject to a walking possession agreement.

11.3 The bailiff will not levy on the following items:

- Any items owned by the person named in the warrant of distress are not exempted by statute, or in any case shall not distraint upon:
- Cooking appliances where this would leave the person named in the warrant of execution with no means of preparing a hot meal
- Heating appliances, except free standing (unless they provide the only form of heating, or if they are required specifically for a child or elderly person)
- One refrigerator or fridge/freezer
- Food
- Bedding or household linen
- Beds and chairs where this would leave the premises without one bed and one chair for each occupant
- Medical aids or medical equipment required by the person named in the warrant of execution or any member of his/her household
- Toys for use of any child who is a member of his/her household
- Items reasonably required for the care or upbringing of a child who is a member of his/her household
- Items required for safety reasons in the household
- Items purchased through authorised loans or grants made from the Social Fund

TO THE EASTERN SHIRES PURCHASING ORGANISATION:

I/We*, the undersigned do hereby contract and agree on acceptance of this tender, in whole or in part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the Conditions of Contract.

In submitting a tender against this contract, I/We* certify that I/We* have not done and I/We* undertake that I/We* will not do at any time before the notification of tender results any of the following acts:-

- a) communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- c) offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

I/We* further declare that I/We understand agree and will comply with the requirements of the Retrospective Rebate Agreement the terms of which are set out in the preceding page hereto.

* Delete as applicable

Signed:

Name (please print)

Position: SALES & MARKETING DIRECTOR

Name of tenderer EQUITA LTD

Address: 42-44 HENRY STREET

NORTHAMPTON

NN1 4BZ

Telephone number: 01604 885566

Fax number: 01604 633489

Schedule 4

NOT USED

Schedule 5 (The Price Schedule)

[to be inserted]

SCHEDULE 6

Single Select Terms

1. The Provider will, as part of the evaluation process leading to the conclusion of the Framework Agreement, be ranked in respect of the most economically advantageous tender offered for each Bailiff Job, and this will be notified to the Provider
2. The respective rankings may be subject to change as a result of performance against the key performance indicators (but will not be changed in the first 12 months of operation of this Framework Agreement)