

# **Bailiff Code of Conduct**

**Recovery of Council Tax / Business Rates (including BID Levy)**

**and**

**Sundry Debts**

**Leicester City Council**

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## **Council Tax & Business Rates Bailiff Code of Conduct**

### **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 Council Tax and Business Rates (including Bid Levy) and Sundry 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 of The Council Tax (Administration and Enforcement) Regulations 1992/613 (as amended), The Non Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989/1058 (as amended), and the Data Protection Act 1998. Any doubt over the interpretation of the law needs to be referred to the Client for reconsideration.

2.2 Sundry Debts are defined as all debts due to the Client including Housing Benefit overpayments and former tenant arrears but excluding those debts specified in Lots 1 and 2 of this Specification. The Provider must comply at all times with the relevant provisions governing the administration, collection and enforcement of Sundry Debts.

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

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 – 14-Day pre-Bailiff Warning Letters (Council Tax) & Bailiff Instructions**

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 will consist either of accounts for processing as 14-day letter stage, or accounts where any other direct (e.g. bailiff) action is required. The Client will ensure caseload is clearly identified as to which enforcement route is required. Suitable checks must be undertaken to ensure the number and value of the cases balance when imported into the Provider's systems.

3.5 The 14-day caseload will require the Provider to issue pre-bailiff action warning notices, the content of which must have been agreed in advance with the Client, and administer all subsequent customer contact in response to the documents. The Provider shall send verification to the Client confirming the posting of the notices. Statistical information must be provided to the Client in respect of the caseload that includes detail on the number of phone calls and value of payments received, at this specific stage of the enforcement process.

3.6 Accounts the Provider administers through 14-day stage (Council Tax) where full payment is not obtained may be progressed thereafter as bailiff cases without prior referral to the Client. Bailiff only cases do not require the issue of a pre-bailiff action warning notice, as the Client will have undertaken this action.

3.7 For Business Rates referrals the Client will specify the type of visit to be undertaken, either a 'first call' bailiff action or a 'fast tracked' enforcement action. A 'first call' action incurs only statutory charges (visit fees and/or a levy fee) and applies to debts passed to the bailiffs below a threshold of £2,500, or any other agreed value. The purpose of this action is to minimise charges and to allow the ratepayer to make full payment or if circumstances warrant, to agree a payment arrangement subject to the bailiff levying distress to secure the debt. 'Fast tracked' enforcement action will apply to debts of £2,500 (or any other agreed value) and above (this may be so also with linked liability orders/cases) and/or where there is a history of past recovery, broken arrangements, failure to make contact or a probability of absconding / ceasing trading. The purpose of an enforcement visit is to secure immediate payment or to remove goods. Provided a levy is in place the ratepayer will incur a van attendance charge with additional time becoming due after the first hour of attendance. The bailiff may consider a short-term arrangement provided the ratepayer signs a walking possession agreement. For "first call" and "fast tracked" cases, bailiffs will be required to consider vulnerability and exceptional hardship issues before proceeding.

3.8 Specific instructions for the recovery of Sundry Debts will be issued by the Client as deemed necessary.

3.9 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.

3.10 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 hours of business of a commercial organisation like a nightclub may also warrant visits outside of the above stated hours. 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.

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 A minimum of three visits must be made to make contact to the most recent address supplied. The three visits will be on different days of the week and at different times of the day with at least one visit being at a time when the Customer could normally be expected to be present if he/she is in full time employment (e.g. during the extended time range). The bailiff may revisit on the same day for the purposes of either levying distress or removing goods if there is good reason, based on investigations made, to believe the customer will be in during the subsequent visit. No additional fee should be charged to the customer for this revisit.

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

4.5 Caseload referred initially for the Council Tax 14-day bailiff warning letter administration may be subject to first call bailiff action without delay once the warning period has passed and where no contact was

received. Where a payment arrangement was agreed but not maintained, a letter must be sent to the Customer first, requesting payment in full within five working days before the bailiff visit is made. Caseload referred for immediate bailiff action must have the first visit made within five working days for Council Tax and three working days for Business Rates of the instruction being received.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 Entry must not be attempted if the only people at the property are understood to be under the age of eighteen. In such circumstances the procedure detailed at 4.8 above needs to be followed. Entry must be peaceful and bailiffs must under no circumstances seek to gain physical access to a property by use of deception. The bailiff must withdraw without making any enquiries if the persons are children who appear to be under the age of 12.

4.11 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.

4.12 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 Council Tax debts ideally need to be cleared within the financial year they are referred to assist in-year collection wherever appropriate, however this may be impractical dependent on when in a year a case is referred, what the amount outstanding is, and what the customer's circumstances are. Therefore repayment periods of up to 6 months may be offered at the Provider's discretion, and arrangements exceeding this period or going over the financial year must be referred to the Client for agreement. Where a customer offers a payment arrangement that appears to be beyond their means, the bailiff has a responsibility to advise the customer accordingly.

5.3 As with Council Tax referrals, there is a need for Business Rates to be collected within the year it is referred. For Business Rates the first visit may be an enforcement van call, and if full payment is not made at that time the preferred time frame is for payment within one month, with the possibility of allowing up to six months at the bailiff's discretion if the customer's circumstances merit such an extension. Arrangements longer than six months and/or those going over the financial year need to be approved by the Client..

5.4 Specific guidelines for Sundry Debts will be provided by the Client as and when necessary.

5.5 In the event of the bailiff not receiving full payment on their first contact, which includes their statutory attendance fee, any payment arrangement ideally needs to be secured by a signed Walking Possession Agreement. The agreement must specify any goods on the premises, which could be removed, and the bailiff must make it clear to customers that no goods will be removed if payments are received in accordance with the arrangement. Bailiffs should take reasonable steps to ensure that the value of the levy goods is proportional to the debt outstanding. Care must be taken to ensure the goods are not already subject to a levy by a third party. If the customer refuses to sign the agreement, this must be noted on the document, with the signature box endorsed accordingly. Payment arrangements may be made where it is possible there are insufficient goods to cover the debt as the levy may act as an incentive to the customer to ensure payment. There may be occasions where no goods are available on which to levy such as where a property is rented fully furnished, or where a levy occurs in the customer's absence such as when a vehicle is parked on a drive or where the contact is with a spouse or parent.

5.6 The bailiff must seek to obtain employer details and financial circumstances when negotiating any payment arrangement, which will be shared with the Client. If it is established the customer receives Income Support, Jobseekers Allowance, Pension Credit Guarantee (PCG) or Employment & Support Allowance (ESA), the bailiff needs to obtain their National Insurance number and date of birth, and should make a payment arrangement equivalent to benefit deduction levels (£3.40 per week from April 2011) unless it is apparent there are good distrainable effects that would help discharge the debt quicker. In the event of the arrangement failing, the case should be returned to the Client, which will set up a formal deduction with the DWP.

5.7 If the customer works but their income is only equivalent to Income Support, Jobseekers, PCG or ESA levels, and the bailiff is shown evidence to this effect, an arrangement needs to be made that is equivalent to the deductions usually secured through attachments to these benefits, which is £3.40 per week from April 2011.

5.8 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.

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

5.10 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.

5.11 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.

5.12 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.

5.13 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.

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

5.15 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.

5.16 The Client will notify the Provider of payments made directly to the Client, ideally on a daily basis.

5.17 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.

5.18 For Council Tax and Business Rates, 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.

5.19 For Business Rates 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.

5.20 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 needs to notify the Client of any intended forced entry to any part of the premises for the purpose of removing goods where walking possession has been secured previously. If the action is agreed, a police officer must be advised of the intention to force entry, and the premises must be secured before departure.

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

6.5 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.

6.6 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.

6.7 Where a vehicle is seized a report must be completed detailing its condition prior to removal. Any third party used to remove the vehicle and the customer (if present) must countersign the report. If the customer is present and refuses to sign, the document should be noted to this effect.

6.8 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. A reserve should be placed on any goods of high value, which is defined as any single item with an estimated value of £500 or more for Council Tax and £1,000 or more for Business Rates. A specialist sales room should be engaged for the sale of any particularly high value and specialised items like jewellery and antiques.

6.9 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.

6.10 The Provider must provide the Client with confirmation of the amount realised through 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 must only 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 committal summons and its subsequent approval by the magistrates, the Client will issue a contact letter to customers confirming that unless they pay in full or make an arrangement within seven days, bail warrant or warrant of arrest (no bail) enforcement will proceed.

8.2 Cases will be issued to the Provider thereafter, and action to execute the warrants must begin within a maximum of 28 days.

8.3 The Client will confirm to the Provider the dates, times and limit on numbers of persons that can attend Court as agreed with the magistrates for scheduled committal hearings where “no bail” warrants can be executed; the Client will also confirm to the Provider the dates on which the Court have agreed to accept customers arrested under bail conditions.

8.4 When executing a bail warrant the Provider’s enforcement officer must, unless payment in full including fees is received, arrest and bail the customer to appear before the magistrates on a date agreed with both the Client and the Court. Payment may be by cash, cheque or debit/credit card and in the event of a cheque payment funds must have cleared by the surrender date.

8.5 When executing bail warrants the Provider’s enforcement officer must explain to the customer the reason for their arrest, full details of the charge outstanding, the type of warrant being executed, the time, date and place of the committal hearing the customer has been bailed to attend, and the consequences of non-attendance. Documentation must also be left with the customer that clearly confirms these details.

8.6 The Provider must notify the Client of the full details of the bail warrants executed no later than three working days before the hearing.

8.7 If the customer refuses to sign a bail warrant the Provider’s enforcement officer must return the warrant to the Client, which will return to the Court and apply for a “no bail” warrant instead.

8.8 When executing “no bail” warrants the Provider’s enforcement officer must, unless payment in full including fees is received, arrest and escort the customer to the Court, informing the Client without delay of their actions, who in turn will notify the Court that the customer is being brought in. Payment may be by cash or debit/credit card. In the event of card payment not being honoured further action may continue to execute the warrant.

8.9 When executing “no bail” warrants the Provider’s enforcement officer should, where possible, inform another member of the customer’s household that an arrest has been made.

8.10 The Provider shall, wherever possible, provide a female enforcement officer to either execute or assist in the execution of a “no bail” warrant whenever the customer is a female, and provide a male enforcement officer where the customer is a male.

8.11 “No bail” warrants must not be executed where it is apparent that such action would result in children being left unsupervised in a property.

8.12 Where it becomes apparent to the Provider’s enforcement officer that the customer is in receipt of Income Support, Jobseekers Allowance, Pension Credit Guarantee or Employment Support Allowance, the warrant does not need to be returned to the Client. The customer should still surrender to the warrant with a view to the Magistrates undertaking a full means enquiry, resolving to either remit/direct for attachment as appropriate.

8.13 The Provider must return bail and “no bail” warrants as soon as it is apparent that they are unenforceable, or within a maximum of six months, whichever is the soonest, unless the Client gives

approval to extend this time frame. It is recognised that access to Magistrates' Court time may require the six month time frame to be extended regularly. Cases need to be returned with a full report that details the actions undertaken.

## **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 over the age of seventy-five.
- ❖ Any elderly persons under seventy-five 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.

- ❖ Any single parent of children under the age of twelve in receipt of a means tested benefit or who is experiencing financial hardship.
- ❖ Any property where the English language is not spoken read or understood in the household.
- ❖ Any customers living on any of the subsistence level benefits: Income Support, Job Seekers Allowance, Pension Credit Guarantee or Employment & Support Allowance, where the ongoing debt is nil or the debt does not exceed £500.00, in which cases it may be more appropriate for the Client to administer the debt by the application of an attachment.

## **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.

The bailiff will not levy on the following items:

- For Council Tax only, any tools, books, vehicles and other items of equipment necessary to the Customer for their personal use in the course of their trade, employment, profession or vocation. (Note – while a mini cab driver’s vehicle is a tool of their trade, a car used for commuting purposes is not).
- Cooking and heating appliances where such items are not duplicated and where this would leave the customer and other household members with no means of preparing a hot meal and maintaining adequate heating within the premises.
- Refrigerators where such items are not duplicated and, where this would leave the customer and other household members with no means of keeping food cold.
- Food.
- Bedding or household linen that would leave the customer and other household members without the basics required for domestic life.
- Beds and chairs, where this would leave the premises without one bed and one chair for each occupant.
- Children’s toys and items reasonably required for the welfare or upbringing of any dependent child who is a member of the household.
- Medical aids or medical equipment reasonably required for the use of any member of the household.
- Books or any articles reasonably required for the education or training of the customer or any member of their household not exceeding an aggregate value of £500.
- Articles required for safety reasons in the property.
- Items purchased through authorised loans and grants advanced from the Social Fund.