

WORKING CODE OF PRACTICE

Code of Practice for Enforcement Agents

This code will be under constant review and changes may be made by the Council, details of which will be discussed and agreed with each firm before implementation.

1.	Introduction
1.1	<p>This Code of Practice sets out procedural and other standards for any Contractor employed by Newcastle City Council (“the Council”) to assist in the recovery of Council Tax, Non-Domestic Rates, BID levy, Commercial Rent Arrears Recovery, Parking Enforcement and recovery of Housing Benefit Overpayments.</p> <p>All Contractors shall operate in accordance with all relevant legislation, statutory instruments as amended and re-enacted and Codes of Practice including but not limited to the Tribunals Court and Enforcement Act 2007 and Taking Control of Goods (Fees) Regulations 2014.</p> <p>This Code should also be read in conjunction with “Taking Control of Goods: National Standards (April 2014)”, published by the Ministry of Justice.</p>
1.2	It relates to action taken during personal visits, in telephone calls, correspondence or any other communication relating to debt(s) due to the Council.
1.3	<p>The Council is committed to tackling social exclusion and any Contractor acting for the Council must recognise the following:</p> <ul style="list-style-type: none"> • The recovery must not cause undue hardship; • Operations must be structured and able to distinguish between those who find difficulty in paying and those who wilfully refuse to pay; • Third parties and their possessions need to be protected.
1.4	The Council’s main aim is to encourage payment rather than enforce it through removal and sale of goods.
1.5	Correspondence must be in plain English and where not prescribed in legislation, must have the content approved by the Council.
1.6	All Contractors acting for the Council must act within the law and the guidelines set out by the Council. Any instructions which contradict these should be clarified with the Council’s nominated officer or his/her manager.
1.7	Any person attending a property to take control of goods must be certificated in accordance with legislation. However, an Enforcement Agent attending to remove goods may attend with assistants employed to carry those goods.
1.8	Any person attending a property to take control of goods or assist must carry photographic identification showing that he/she is authorised by the person for whom he/she is working to act on his/her behalf.

	They must follow all legal requirements for introducing themselves, producing identification and authorisation to act on behalf of the Council.
2.	Contact With Debtor (All Revenues)
2.1	<p>The Council recognises that there are circumstances where debtors may be particularly disadvantaged and in some cases unable to handle their own affairs, understand the consequences of their actions, or the actions of an Enforcement Agent, without additional assistance.</p> <p>There is no prescribed definition of vulnerability in the legislation so individual cases need to be assessed on their own merits.</p> <p>If a debtor belongs to one or more of the following groups it doesn't necessarily mean that they <u>are</u> vulnerable, but they <u>may</u> be vulnerable.</p> <ul style="list-style-type: none"> (a) Elderly and/or infirm; (b) Physically or mentally disabled person(s); (c) Have a medical illness that may impair their ability to manage on a day-to-day basis; (d) Person(s) suffering from a serious or long term illness; (e) Illiterate individuals; (f) Recently bereaved person(s); (g) Single parents; (h) Pregnant women; (i) In receipt of Council Tax Support. <p>If vulnerability is identified then the Enforcement Agent dealing with the account should judge the requirement of each case on its individual merits.</p> <p>The Enforcement Agent should consult with the revenues department of the Council if the circumstances dictate that a payment arrangement is to fall outside the usual payment arrangement criteria.</p> <p>These cases must be handled with extreme sensitivity. In particular, if it is felt action would cause undue hardship or the debtor has extreme difficulty understanding what might happen or has happened, the matter should be referred back to the Council as no or insufficient effects. There must be no costs to the debtor or the Council for this.</p>
2.2	<p>No visits shall be made before 7:30am or after 9:00pm unless on the instruction of the Council's nominated officer or his/her manager.</p> <p>No visits shall be made on Saturday or Sunday unless on the instruction of the Council's nominated officer or his/her manager.</p> <p>No more than 2 visits to the same property shall be made on the same</p>

	<p>day.</p> <p>Any requests outside of these stipulations must include reasons to support the request.</p>
2.3	<p>When an Enforcement Agent visits a debtor there must be a telephone number available to contact his/her office if support or advice is required by either the Enforcement Agent or any debtor the agent is visiting.</p> <p>This includes times when the Enforcement Agent is working outside normal office hours of 9am-5pm.</p>
2.4	<p>A translation service must be provided by the Contractor when requested where a debtor's first language is not English.</p>
2.5	<p>Documents must be available in audio, braille or in large print. All documents left for a debtor should indicate this and state how the person to whom the letter is addressed can obtain such a version of the document.</p>
2.6	<p>Access to the property must not be made if the only persons present are under the age of 18 years. The Enforcement Agent must speak to an adult before entering premises where someone is present.</p>
2.7	<p>When entering premises, the Enforcement Agent must observe all legal provisions regarding entry.</p>
2.8	<p>A "Taking control of goods Agreement" must be signed by the debtor, the debtor's partner or the debtor's Solicitor. For Non-Domestic Rates and BID levy cases, it is also acceptable for a Manager of the business (who it is clear has managerial responsibilities) to sign the Agreement.</p>
2.9	<p>Where protected goods exceed £1,350.00 and there is an intention to remove the goods, agreement must be sought from the Council's nominated officer or his/her manager before removal takes place.</p>
2.10	<p>The Contractor must deal with any contact from the Citizens Advice Bureau or Money Matters in accordance with a protocol agreed and documented between the Council and the Contractor.</p>
2.11	<p>The Council will notify the Contractor of any payment received.</p>
3.	Removal & Sale
3.1	<p>The Contractor will ensure that:</p> <ul style="list-style-type: none"> • The best possible price is obtained for goods sold; • The costs of carrying out a sale of a debtor's goods are kept to a minimum; • Any sale that takes place is properly publicised and as many

	<p>potential buyers as possible are encouraged to attend;</p> <ul style="list-style-type: none"> • The costs of transporting goods to the place of sale are kept to a minimum; • Where specialised goods are removed, e.g. jewellery, cars etc. careful consideration is given to the method of obtaining the best possible price for such goods, including the possibility of selling through a specialist auctioneer; • Reasonable care is taken of the debtor's goods pending sale; this includes suitable and secure storage facilities and adequate insurance cover; and • Rare and unique goods should be considered for selling through a specialist dealer rather than public auction.
3.2	Should any situation arise where the ownership of goods is disputed, the Contractor shall allow 5 working days for proof of alternative ownership to be provided and shall give the debtor written notice of this deadline.
3.3	Prior to removal of goods the Contractor must contact the Council to check whether the outstanding balance has changed and ensure sufficient remains to enable them to recover monies owed.
4.	Council Tax – See Appendix 1
4.1	<p>If immediate payment in full is not possible, the following approach should be taken unless advised otherwise by a member of the revenues department:-</p> <p>Attachment of Earnings</p> <ul style="list-style-type: none"> • Try to establish the name and address of the person's employer. If found and the Enforcement Agent believes the interests of the Council will be better served by recovering the debt by an attachment of earnings order they should initiate this method of recovery. Where employment details are obtained, they should be noted on the case and details provided to the Council. <p>Attachment of Benefit</p> <ul style="list-style-type: none"> • Try to establish whether the person is in receipt of a deductible benefit (this does not apply if the debtor's partner is not named on the liability order and is the claimant of the benefit). If found and the Enforcement Agent believes the interests of the Council will be better served by recovering the debt by an attachment of benefit, the case should be returned to the Council. <p>Enquiries should be made regarding the circumstances of all joint and severally liable people before the Enforcement Agent considers what is in the best interests of the Council.</p>

4.2	<p>Any payment arrangement made should clear the debt within six months. If this is not possible, then the Enforcement Agent can make arrangements over a longer period where they believe it appropriate however, any arrangement exceeding twelve months must be agreed with the Council in advance of putting such an arrangement in place.</p> <p>Where payment arrangements are made, a letter must be left/issued indicating where payments should or can be paid and the terms of the arrangement. The letter must state which costs are included in the arrangement and what will happen if payments are not maintained, including any future costs that may be incurred.</p> <p>Subsequent alternative arrangements can be made, and the reasons for agreeing these must be noted on the case. Guidelines for subsequent alternative arrangements are the same as those for an initial arrangement.</p>
5.	National Non-Domestic Rates and BID Levy – See Appendix 2
5.1	<p>The Enforcement Agent must recognise that the Council is committed to tackling social exclusion and must still comply with the guidelines contained within Section 1 - Introduction to this Code of Practice. However, it is recognised that businesses can be reasonably expected to “pay their way”.</p>
5.2	<p>Initial enquiries regarding personal circumstances are not required for the purpose of recovering non-domestic rates and BID levy however, the Enforcement Agent must recognise that where the debtor is no longer trading, the level of wages or benefit received should be taken into account when making arrangements for payment.</p> <p>When dealing with a debtor who has ceased trading, the principles outlined for Council Tax recovery (see Section 4) must be followed.</p>
5.3	<p>Arrangements for periodic payments may be made and should clear the debt within three months. Where this is not possible, then the Enforcement Agent can make arrangements over a longer period where they believe it is appropriate however, any arrangement exceeding six months must be agreed with the Council in advance of making such an arrangement.</p> <p>Where arrangements are made, a letter must be left/issued indicating where payments should or can be paid and the terms of the arrangement. The letter must state which costs are included in the arrangement and what will happen if payments are not maintained, including any future costs that may be incurred.</p> <p>Subsequent alternative arrangements can be made, and the reasons for agreeing these must be noted on the case. Guidelines for subsequent alternative arrangements are the same as those for an</p>

	initial arrangement.
6.	Parking Enforcement (Warrants of Control) – See Appendix 3
6.1	The Council will send a list of Warrants of Control on the day it is received from the Traffic Enforcement Centre in electronic format; these are uploaded on to the File Transfer Protocol (FTP) site where the Contractor checks on a daily basis whether there are any Warrants to be pursued. These will be allocated in line with clause 6.4.1 (ITT Schedule 1, Specification).
6.2	The list will be acknowledged by the Contractor upon receipt and the Contractor is expected to log all Warrants of Control onto their system(s) within one working day of receipt. Dedicated telephone, fax numbers, email address(es) and secure web-based system(s) must be provided for contact with the Council's officers and for nominated Council officers to view and update live cases at no charge.
6.3	The Contractor will be responsible for checking whether there are existing Warrants for the same debtor and linking the debts as appropriate.
6.4	If the debtor has moved from the original address given, the Contractor will attempt to ascertain a forwarding address during the visit. Any claim that a debtor has moved will be checked by the Contractors using the Experian or Equifax systems or similar trace systems.
6.5	The Contractor will only remove clamps or remove vehicles once a check on the identity of the registered keeper has been carried out immediately beforehand.
6.6	All Enforcement Agents employed by the Contractor shall be trained and operate in accordance with this Code of Practice.
7.	Commercial Rent Arrears Recovery (CRAR) – See Appendix 4
7.1	The Contractor should contact the Council as soon as practical if they are experiencing difficulty contacting any persons they seek to recover corporate rent arrears from. If the premises have been vacated the Council must be informed immediately.
7.2	The Contractor should ensure that the tenant of any property subject to Corporate Rent Arrears recovery is directed to the Council with any proposed instalment arrangement.
7.3	Prior to removal of goods the Enforcement Agent should contact the Council to check whether the outstanding balance has changed and ensure sufficient remains outstanding to enable them to recover monies under CRAR.

Appendix 1 – Council Tax

Compliance Stage (<i>fixed fee recoverable in accordance with current legislation</i>)	
On receipt of case, the Contractor will link all cases for the same debtor together under one view to allow a ‘total debt approach’ when dealing with debtor.	
Cleansing of the records will be carried out by the Contractor to ensure current addresses and contact details are available. Where required, further trace action will be undertaken.	
Day 1	Compliance letter issued (Notice of Enforcement).
Day 5 to 12	Attempts to contact will be made by telephone, email, text message. A minimum of 3 attempts must be made. If contact made then an arrangement should be agreed in line with point 4.2.
Day 13	If no contact is made, correspondence will be issued to the debtor advising of the next course of action.
Day 21	If still no contact is made, correspondence will again be issued to the debtor advising of the next course of action.
Day 22 to 27	If no contact is made, further outbound calls, emails and text messages will be made to establish contact and agree repayment.
Day 28	Proceed to Enforcement Stage.
Any case that requires ‘fast track’ using statutory notices and timescales will be identified and agreed between the Contractor and Council.	
Enforcement Stage (<i>fixed fee in accordance with current legislation plus percentage fee fixed in accordance with current legislation</i>)	
Day 28 to 32	Enforcement Agent visit to seek full payment or set up a suitable arrangement.

Day 33 to 61	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 62 to 104	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 105 to 168	Enforcement Agent visit to seek full payment or set up a suitable arrangement. Checks also carried out to ensure correct address for debtor.
Day 169	Case returned to Council with full report.
Where vulnerability is identified at any stage, the case reverts back to the compliance stage and the Enforcement Agent should seek to make an arrangement with the debtor or signpost them for further assistance. The Council would then consider the vulnerability and advise if case should be returned. Where a case is not returned, as vulnerability is not identified and/or requested information and/or evidence is not provided and an arrangement is not agreed, enforcement action will proceed as above.	

Sale or Disposal Stage (fixed fee in accordance with current legislation plus percentage fee fixed in accordance with current legislation))*

Controlled Goods Agreement	Enforcement Agent takes control of goods and a Controlled Goods Agreement is completed. An arrangement can still be made for payment at this stage.
Notice of Intention to Remove	Where no payment arrangement is agreed or a previously agreed arrangement is broken, written notice of intention to remove will be sent to debtor. An arrangement can still be made for payment at this stage.
Goods Removed	With the agreement of the Council's nominated officer or his/her manager, where no arrangement is agreed or a previously agreed arrangement is broken then the goods will be removed for sale.

Appendix 2 – National Non-Domestic Rates and BID Levy

Compliance Stage (<i>fixed fee recoverable in accordance with current legislation</i>)	
On receipt of case, the Contractor will link all cases for same debtor together under one view to allow a 'total debt approach' when dealing with debtor.	
Cleansing of the records will be carried out to establish occupancy of the premises to which the debt relates. Where required, further trace action will be undertaken.	
Day 1	Compliance letter issued (Notice of Enforcement).
Day 5 to 7	Attempts to contact will be made by telephone, email, text message and/or fax. A minimum of 3 attempts must be made. If contact made then an arrangement should be agreed in line with point 5.3.
Day 8	If no contact is made, correspondence will be issued advising next course of action.
Day 10 to 13	Further outbound calls, emails, fax and/or text messages will also be made to establish contact and agree repayment.
Day 14	Proceed to Enforcement Stage.
Any case that requires 'fast track' using statutory notices and timescales will be identified and agreed between the Contractor and Council.	

Enforcement Stage (<i>fixed fee in accordance with current legislation plus percentage fee fixed in accordance with current legislation</i>)	
Day 15 to 25	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 26 to 41	Enforcement Agent visit to seek full payment or set up a

	suitable arrangement.
Day 42 to 63	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 64 to 84	Enforcement Agent visit to seek full payment or set up a suitable arrangement. Checks also carried out to ensure correct address for debtor.
Day 85	Case returned to Council with full report.
Where vulnerability is identified at any stage, the case reverts back to the compliance stage and the Enforcement Agent would seek to make an arrangement with the debtor or signpost them for further assistance. The Council would then consider the vulnerability and advise if case should be returned. Where a case is not returned, as vulnerability is not identified and/or requested information and/or evidence is not provided and an arrangement is not agreed, enforcement action will proceed as above.	

Sale or Disposal Stage (*fixed fee in accordance with current legislation plus percentage fee fixed in accordance with current legislation*)

Controlled Goods Agreement	Enforcement Agent takes control of goods and a Controlled Goods Agreement is completed. An arrangement can still be made for payment at this stage.
Notice of Intention to Remove	Where no payment arrangement is agreed or previously agreed arrangement is broken, written notice of intention to remove will be sent to debtor. An arrangement can still be made for payment at this stage.
Goods Removed	With the agreement of the Council's nominated officer or his/her manager, where no arrangement is agreed or a previously agreed arrangement is broken then the goods will be removed for sale.

Appendix 3 – Parking Enforcement

Compliance Stage <i>(fixed fee recoverable in accordance with current legislation)</i>	
The Council will send a list of Warrants of Control on the day it is received from the Traffic Enforcement Centre in electronic format; these are uploaded on to the FTP site where the Contractor can check on a daily basis whether there are any Warrants to be pursued.	
On receipt of case, the Contractor will link all cases for same debtor together under one view to allow a 'total debt approach' when dealing with debtor.	
Day 1	Acknowledge receipt of Council's instruction Note: Urgent cases (as directed by the Council) may require action within 24 hours
Day 2 to 27	Compliance stage letter issued and attempts to contact by telephone, email and/or text message
Day 29	Proceed to Enforcement Stage.
Any case that requires 'fast track' using statutory notices and timescales will be identified and agreed with the Contractor and Council.	

Enforcement Stage <i>(fixed fee in accordance with current legislation plus percentage fee fixed in accordance with current legislation)</i>	
Day 29 to 182	The Contractor to seek full payment or set up a suitable arrangement. Checks are also carried out to ensure correct address for debtor
Day 183	Return to Council with full report

Appendix 4 – Commercial Rent Arrears

Compliance Stage <i>(fixed fee recoverable in accordance with current legislation)</i>	
On receipt of case, the Contractor will link all cases for same debtor together under one view to allow a 'total debt approach' when dealing with debtor.	
The Contractor must satisfy themselves that they have all the information required to proceed as per the current legislation	
Day 1	Compliance letter issued
Day 2 to 27	Compliance stage letters and attempts to contact by telephone, email and/or text message
Day 29	Proceed to Enforcement Stage.
Any case that requires 'fast track' using statutory notices and timescales will be identified and agreed with the Contractor and Council.	

Enforcement Stage <i>(fixed fee in accordance with current legislation plus percentage fee fixed in accordance with current legislation)</i>	
Day 28 to 32	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 33 to 61	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 62 to 104	Enforcement Agent visit to seek full payment or set up a suitable arrangement.
Day 105 to 168	Enforcement Agent visit to seek full payment or set up a suitable arrangement. Checks also carried out to ensure correct address for debtor.
Day 169	Case returned to Council with full report.
Where vulnerability is identified at any stage, the case reverts back to the compliance stage and the Enforcement Agent would seek to make an arrangement with the debtor or signpost them for further assistance. The Council would then consider the vulnerability and advise if case should be returned. Where a case is not returned, as vulnerability is not identified and/or requested information and/or evidence is not provided and an arrangement is not agreed, enforcement action will proceed as above.	

