



Enforcement Agent Code of Conduct

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This code applies to the collection of Council Tax and Business Rates.

Variations to the code of conduct may be made from time to time following legislative changes, procedural reviews or requests from the contracted Enforcement Agent.

Any Enforcement Agent Company appointed by Solihull MBC must act in accordance with this Code of Practice. The code must be adhered to at all times unless in an individual case prior permission of Solihull MBC is obtained to take alternative action.

Terms included in this Code of Conduct and what they mean are detailed below:

1. **Enforcement Agent Company** means the company that provides enforcement services for local taxation debts (Council Tax and Business Rates).
2. **The Enforcement Agent** (formerly known as a bailiff) is the individual undertaking the function of taking control of goods for local taxation debts. In this instance the individual will be an employee of the Enforcement Agent Company.
3. **Taking control of goods** is the taking of a debtor's goods by the Enforcement Agent for sale.

Where collecting other debt for Solihull MBC such as Sundry Income, the content of this document will apply apart from the enforcement work.

2. ENFORCEMENT AGENT GUIDELINES

1. The Enforcement Agent will at all times act in accordance with the provisions detailed in the relevant legislation (The Taking Control of Goods Regulations 2013 and The Taking Control of Goods

(Fees) Regulations 2014) and any subsequent amendments, the National Standards for Bailiffs, standards and procedures set down by Solihull MBC within this Code of Practice.

2. The Enforcement Agent will at all times comply with the law as interpreted by Solihull MBC. Any doubt over interpretation of the law shall be referred to Solihull MBC.
3. The Enforcement Agent must not act in a manner which is likely to make Solihull MBC liable or potentially liable to a claim e.g. under the Race Relations Act 1976 and the Sex Discrimination Act 1986 the Disability Discrimination Act 1999, the Data Protection Act and where appropriate the Freedom of Information Act. They must comply with the provisions of all such Acts in the executions of their duties.
4. The Enforcement Agent should at all times be able to demonstrate full regard to Solihull's Strategies on Anti-Poverty, Safeguarding , Race Relations, Equality and Diversity.
5. Serious safeguarding concerns should be reported to the nominated officer at Solihull MBC. Enforcement Agents should either attend Solihull MBC's training or read Solihull MBC's procedures.
6. The Enforcement Agent will, at all times, perform their responsibilities under the Contract in accordance with the Acts and Regulations governing their activities and this Code of Conduct (which may be revised from time to time).
7. The Enforcement Agent will ensure that goods are taken in a humane and fair manner and in accordance with Solihull's requirements. If there is any doubt regarding the action to be taken in a particular case it should be reported to Solihull MBC's nominated officers.
8. The Enforcement Agent will provide a variety of payment methods. The debtor must be made aware of any additional charges relating to any individual payment method. Where payment is made in cash the Enforcement Agent will issue an official receipt. They will also issue a receipt for other payments if requested to do so by the debtor. No charge should be made to the debtor for issuing a receipt.
9. Where an action of an Enforcement Agent is called into question, Solihull MBC will require in specified cases the Enforcement Agent's justification of the action within the legislative framework and this Code of Conduct. The Enforcement Agent must respond to such requests in writing within five working days.
10. The Enforcement Agent Company must ensure that all agents, employees and contractors are provided with appropriate training to ensure they understand and are able to act at all times within the bounds of the relevant legislation. Training should be provided at the commencement of employment and at intervals afterwards to ensure that the agent's knowledge is up to date.
11. Professional training /assessment should be to an appropriate standard, for example CIVEA training and examination or other externally accredited courses such as IRRV and City & Guilds or membership of the High Court Enforcement Officers Association.
12. Solihull MBC may specifically instruct the Enforcement Agent to cease a particular course of action where legality of the action is in doubt or any case, as the relevant authority deem necessary. The Enforcement Agent must comply with such an instruction.
13. Any legal action taken against Solihull MBC as a result of the Enforcement Agent/Company and their failure to act in accordance with the law or this contract, if proven, will constitute a fundamental breach of the contract.
14. In the event of legal action being taken as a result of the Enforcement Agent or sub-contractor's actions and Solihull MBC sustains costs in defending or resolving the issue, the Enforcement Agent company will agree to reimburse the member authority in full for all costs incurred.

15. Enforcement Agencies must operate complaints and disciplinary procedures which agents must be fully conversant. If changes are made, Solihull MBC must be made aware of these changes and agree with them.
16. Enforcement Agents should be trained to recognise and avoid potentially hazardous and aggressive situations and to withdraw when in doubt about their own and others safety.

3. PROFESSIONAL STANDARDS

1. The Enforcement Agent Company shall submit to the Council a minimum of once per year, an assurance statement that all Enforcement Agents employed by them and involved in the enforcement of Solihull's local taxation debts, are certificated by the appropriate court.
2. The Enforcement Agent will carry full and proper photographic identification issued and authorised by the Enforcement Agent Company, and when attending at a debtor's property will produce such at the outset without being asked. Such identification will also be shown to any other person who has reason to require it.
3. The Enforcement Agent will also carry written authority from Solihull MBC showing the Enforcement Agent's permission to act on their behalf and if requested to do so, will show that to the debtor and to any other person who has reason to make that request.
4. The Enforcement Agent must introduce themselves to debtors and state that they are acting on behalf of Solihull MBC.
5. The Enforcement Agent will be available by mobile phone during working hours and have appropriate messages on voicemail for customers.
6. The Enforcement Agent will make sure that where discussing details of debts they are dealing with the debtor or anyone else who is assisting the debtor at the debtor's request, e.g. a person acting as interpreter, power of attorney.
7. The Enforcement Agent must not involve a child under the age of 16. A letter can be left, but must be in a sealed envelope. No enquiries should be made at all and the Enforcement Agent should withdraw from the property.
8. The name of the Enforcement Agent attending the premises must be made clear on any documents left with the debtor or at the property. All relevant contacts including telephone numbers should be clearly displayed.
9. The Enforcement Agent will be dressed smartly, be courteous and polite in all circumstances and have a professional approach to their work. The nature of the work demands that a firm but fair attitude should be adopted with debtors and other people they contact in the course of their duties.
10. The Enforcement Agent must not act in a threatening manner when visiting the debtor by making gestures or taking actions which could reasonably be construed as suggesting harm or risk of harm to debtors.
11. The Enforcement Agent will follow procedures in confidence and leave letters or documents in sealed envelopes for the debtor. Documents left with debtors or at the property must be on pre-printed stationery and comply with plain English standards.
12. The Enforcement Agent must include the prescribed statutory information on all their letters and provide copies of all letters to the Authority for approval.
13. The Enforcement Agent will immediately report any physical assaults or serious verbal threats or other matters of concern to the appropriate officer at Solihull MBC and if necessary should report any serious risk of a breach of the peace to the police. A means of communication with the Council will be provided during normal office hours.

4. WORKING PRACTICES

1. Enforcement Agents must comply with and adhere to the process set out in 'The Taking Control of Goods Regulations 2013' S.I 1894 and any subsequent amendments.
2. At the compliance stage the Enforcement Agent Company shall undertake the following processes for each debtor. Where there is no contact, the compliance stage should take no longer than 32 days (however compliance must take a minimum of 7 days):
 - a. Issue initial letters to the debtor on receipt of the liability order(s)
 - b. Attempt phone contact with the debtor
 - c. Where the debtor is found to have absconded from the address concerned, 'gone away' traces shall be conducted.
 - d. Conduct trace/insolvency searches
 - e. Agree payment arrangements where applicable
 - f. A further letter to be issued to the debtor on any default on an arrangement.

The Compliance fee will cover all administrative costs.

3. The Enforcement Agent Company may recover the Compliance stage fee in relation to each instruction received.
4. The Enforcement Agent Company will notify the customer of the fees that have been incurred and fees that will be incurred if further action becomes necessary. If a written request is made an itemised account of fees will be provided to the debtor.
5. The Enforcement Agent will always seek immediate and full payment of the debt. Where this is not possible the Enforcement Agent should attempt to negotiate a suitable payment arrangement with the debtor, which ensures that the debt is cleared-
 - Within 3 months of the first contact, or
 - Within 6 months in exceptional / difficult circumstances (where there are financial difficulties (for example, single parent family, pensioner, low wage earners)
6. The period of payment may be extended at the discretion of the Enforcement Agent or any nominated officer of Solihull MBC, where it is considered that the circumstances of the case justify the extended time for payment, e.g. long- term sickness; recent unemployment; severe financial difficulties.
7. The fees charged by the Enforcement Agent Company shall only be those permitted by The Taking Control of Goods (Fees) Regulations 2014. These are shown below:

Fee Stage	Fixed Fee	Extra % for debts over £1,500
Compliance stage	£75.00	0%
Enforcement stage	£235.00	7.5%
Sale or disposal stage	£110.00	7.5%

8. Notice of enforcement must be given to the debtor in writing, no less than 7 days before control is taken of the debtor's goods (this does not include a Sunday, Bank holiday, Good Friday or Christmas Day). No visits shall be made on Sunday, bank holidays, Good Friday or Christmas Day.
9. The Enforcement Agent may take control of the debtor's goods on any day of the week, subject to exceptions mentioned above. Control of goods may not be taken before 6 a.m. or after 9 p.m. unless there are exceptional circumstances, when visits can be made outside these hours.

10. The Enforcement Agent will seek to obtain details of the debtor's employer and financial circumstances when negotiating a payment plan. These details shall be returned to Solihull MBC if the debtor defaults. If it is established that the taxpayer is currently in receipt of Income Support or Jobseekers Allowance, the Enforcement Agent should obtain as much information as possible including the taxpayer's National Insurance number and date of birth.
11. The Enforcement Agent must have awareness of Council Tax discounts, exemptions, Council Tax Reduction and Welfare benefits and inform Solihull MBC and the debtor of any reductions that need to be explored.
12. The Enforcement Agent must see evidence if the debtor's net income is equal to or below job seekers allowance/ income support levels. In such cases the Enforcement Agent must agree a payment arrangement where the payments are at least equal to deductions, which would be made by the Department for Work & Pensions. If payments cannot be collected in this way, ensure the debtor is the claimant and return the case to Solihull MBC for direct payments from the Department for Work & Pensions.
13. The Enforcement Agent will secure any arrangement by using a Controlled Goods Agreement. An Enforcement Agent can only enter into an agreement with a debtor who is over age 18, a person in apparent authority who is on the premises (where those premises are used to carry on a trade or business). An agreement can not be entered into if the debtor appears not to understand the effect of the agreement.
14. An Inventory of Goods will be provided by the Enforcement Agent in writing and signed. The inventory must contain the information prescribed within the legislation. No goods will be removed where payments are being made in accordance with the agreement between the Enforcement Agent and the debtor.
15. Where the debtor has moved and the Enforcement Agent obtains this information, notification should be sent to Solihull MBC with details of the forwarding address and date of move and any other relevant information.
16. On the first occasion when payments are not maintained under an agreed payment arrangement the Enforcement Agent will contact the debtor in person asking for payments to be brought up to date within seven days (if the debtor is not present a letter will be left at the property). If the debtor does not respond by paying the required amount, the Enforcement Agent may proceed to the next appropriate stage without further communication with Solihull MBC, unless they fall into the vulnerable cases in (12) below.
17. Where it has been established that the debtor is in full-time employment, the case may be returned with full details of the debtor's employer (name of the company, address and payroll number if known). Even where the enforcement agency action continues, employer details should be passed on as and when the case is returned.
18. The Enforcement Agent must comply with the protection for exempt goods (as detailed in the Taking Control of Goods Regulations 2013). Those goods protected under council tax and non-domestic rating law may not be removed under a liability order.
19. There is a need to identify customers who are vulnerable. Whilst there is no national standard or legal definition of a vulnerable person, the Council recognises the need to be mindful of such instances. The following indicate the categories of individuals who may be considered as potentially vulnerable.
 - Ongoing mental illness/severe depression
 - Allegations of attempted suicide
 - Long standing health condition
 - Learning disability
 - Terminally ill

- Recent bereavement
- Elderly - where it is clear the person is unable to deal with payment or their affairs
- People with severe disabilities (physically or mentally)
- Where the debtor or partner is in the final weeks of pregnancy (to be reviewed after the birth of the child)
- Where severe social deprivation is evident
- Communication difficulties where an advisor or an interpreter would be helpful (profound deafness, blindness or language difficulties)

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

20. When the Enforcement Agent locates a person who is classified as potentially vulnerable, they will use their discretion in determining the appropriate course of action to be undertaken, or where necessary contact Solihull MBC for instruction.
21. In Business Rates cases where the removal of goods would force the closure of the business the Enforcement Agent will contact Solihull MBC before a course of Enforcement Agent action is undertaken.
22. The Enforcement Agent will be mindful of the debtor's circumstances and remove goods in a caring manner and ensure their safekeeping and current value.
23. Permissible disbursements are recoverable from the debtor (locksmith charges, storage fees, court fees, auctioneers fees, advertising expenses, out of pocket expenses). When considering an application for exceptional disbursements the Enforcement Agent must seek agreement from the Council.
24. All items exempted in the *Taking Control Of Goods Regulations 2013* are protected and the Enforcement Agents shall comply with these regulations.
25. The Enforcement Agent will provide a receipt and authorised possession notice to the debtor for all goods removed.
26. The Enforcement Agent will advise the debtor where the goods will be stored and the anticipated date and place of public auction.
27. The Enforcement Agent will carry out a number of visits at the enforcement stage to the Debtor's premises before the case is referred back to the authority. At least one of these visits is to take place on a different day to the first visit unless the Enforcement Agent has good reason to believe that the Debtor will be present on making a return visit on the same day.
28. Where no contact has been made following visit(s) in office hours, at least one visit should be made outside of normal office hours (i.e. Monday to Friday 9am -5pm) before referring the case back to Solihull MBC.
29. Where the debtor is unable to put forward a reasonable offer of payment, or has insufficient goods or refuses legal access, the case will be returned to Solihull MBC with a full report of the circumstances of the case.
30. The Enforcement Agent Company must have its own robust internal complaints procedure, which must comply with the National Standards for Enforcement Agents to ensure complaints are dealt with correctly and on a timely basis. Complaints will be acknowledged within a period of 3 working days and a full response sent within 10 working days.
31. The Enforcement Agent Company will provide a copy of their internal complaints process and make available records of such complaints received by them directly, to the Council when requested.

5. MONITORING AND REVIEW

1. Solihull MBC will meet with their Enforcement Agent Company Account Manager on a quarterly basis.
2. Solihull MBC will use the statistical information provided by their Enforcement Agent Company to monitor ongoing performance.
3. Income staff will interrogate the Enforcement Agent Company's database at case level when dealing with debtors and report any queries to their supervisor.
4. Solihull MBC will monitor the arrangements laid out in the contract and within this agreement to ensure compliance with the service requirements are maintained.
5. The Enforcement Agent Company must have their own internal quality control process in order to monitor their enforcement agent's conduct and fee levels charged. Details of this process and the results will be made available to the Council on request.