Ross and Roberts Ltd

Service Level Agreement

For

Enforcement Agent Services

With

Mendip District Council
Section 1 - Definition and Scope

1.1 This is a Service Level Agreement (SLA) between Mendip District Council and Ross and Roberts Ltd.

1.2 The SLA is multipurpose and may include, but is not limited to, the collection of the following debts:

- Local taxation debts i.e. Mendip District Council Tax and National Non Domestic Rates
- Road Traffic debts
- Business Improvement District levies
- Community Infrastructure levies
- Sundry debts
- High Court Writs
- Commercial Rents

1.3 By way of definition the following terms are used in this document:

EA - Enforcement Agent
TCOG - Taking Control of Goods
Section 2 - Purpose and Management

2.1 Both parties acknowledge that Ross and Roberts have been engaged by Capita Business Services Limited to provide enforcement agency services to Mendip District Council under the contract for provision of corporate services entered into between Mendip District Council (and others) and Capita Business Services Ltd. This SLA will operate subject to the terms and conditions of that agreement.

2.2 Both parties acknowledge that for the purposes of the General Data Protection Regulation 2018 and the Data Protection Act 2018 Capita Business Services Ltd is the Data Processor and Ross and Roberts is a Sub-Processor.

2.3 The purpose of the SLA is to maintain an efficient and professional framework of understanding of the responsibilities and expectations of both parties in respect of the work areas concerned.

2.4 Both parties will review the agreement on an annual basis to ensure it remains fit for purpose, however amendments may be made at other times by agreement.

2.5 All amendments and changes will only be made after discussion and agreement between the parties.

2.6 Neither party will terminate the arrangement without giving a minimum of 2 months’ notice.
Section 3 - The Agreement

3.1 Ross & Roberts will ensure that they, their employees and EAs possess all necessary licences and certificates and manage the introduction of any new EA certification process to ensure statutory compliance at all times. Such licences and certificates are to be kept current and checked regularly by Ross & Roberts. Copies of the licences and certificates will be made available free of charge to Mendip District Council on request.

3.2 Ross & Roberts will be a member of the Civil Enforcement Association (CIVEA).

3.3 Ross & Roberts and their employees will always conduct themselves and act on behalf of Mendip District Council in a courteous and professional manner and will comply with and work within the law and all agreed procedures. In particular, Ross & Roberts and their employees will be aware of and conform to:

a) this SLA
b) Ross & Roberts Customer Care Policy [appendix (i)]
c) Taking Control of Goods – National Standards (2014)

3.4 A letter of Authority to Act will be provided by Mendip District Council, appended to this SLA (appendix ii and will be treated as conclusive authority for Ross & Roberts to act on its behalf. No further written authority will normally be required - for example, to take control of or remove controlled goods.

3.5 Ross & Roberts will obtain and maintain adequate insurance cover against all risks and will provide evidence to this effect to Mendip District Council either upon request or at a frequency agreed otherwise. Where a situation arises resulting in a settlement from this insurance cover, Ross & Roberts will be fully liable to Mendip District Council for any excess amount not covered by their insurance cover.

3.6 Ross & Roberts will not disclose, exchange or benefit financially from data supplied by the Mendip District Council. For the purposes of compliance, Ross & Roberts are registered under the Data Protection Act 2018. Ross & Roberts (the contractor), its employees, EAs and agents will not divulge to any third party, information which comes into their possession in the course of providing the Service.

3.7 Ross & Roberts may disclose information to official bodies (e.g. police) for the purposes of the prevention and detection of crime and the apprehension and prosecution of offenders if a Ross & Roberts Director considers that withholding such information
would be likely to prejudice (that is, significantly harm) an ongoing investigation. When a data request extends to the disclosure of debtor information Ross & Roberts will direct the request to Mendip District Council.

3.8 Ross & Roberts will maintain the security, records and management information for the purposes of providing the Service. Mendip District Council is entitled to inspect storage facilities and information systems at any time to ensure compliance and security of personal data, as required under the Seventh Data Protection Principle Schedule 1 to the 1998 Act. For this purpose, Ross & Roberts Information Security Management System (ISO 27001:2017) and Quality Management System (9001:2015) are accredited a UKAS accredited certification body.

3.9 Mendip District Council expects all Enforcement Agents acting on its behalf to have satisfactorily completed relevant training on data protection, including GDPR training. This training should be updated on a regular basis and no less than once a year. Mendip District Council will expect to receive assurances from Ross & Roberts that Enforcement Agents have completed such training, that records are maintained of this training and that instances of complaint / non-compliance are investigated by Ross & Roberts and any necessary remedial action is taken promptly.

3.10 Ross & Roberts acknowledge that title to all intellectual property rights created as a result of the supply or use of the information or the performance or use of the Services or the performance of the contract generally, shall vest wholly with Mendip District Council as data controller.

3.11 Ross & Roberts understands and acknowledges Mendip District Council is subject to the requirements of the Freedom of Information Act 2000 and agrees to assist and co-operate to enable it to comply fully with its disclosure obligations including supplying requested information within 3 working days of being asked to do so by Mendip District Council.

3.12 Ross & Roberts understands and acknowledges Mendip District Council is subject to the requirements of the Data Protection Legislation, as updated by the General Data Protection Regulation, and agrees to assist and cooperate as far as it is able to enable Mendip District Council to comply fully with its obligations relating to:

a) Security of processing
b) Notification of a Personal Data Breach to the information Commissioner’s Office
c) Communication of a Personal Data Breach to the Data Subject
d) Data Protection impact assessments and any subsequent consultation with the Information Commissioner’s Officer
3.13 Ross & Roberts understands and acknowledges Mendip District Council is subject to the requirements of the General Data Protection Regulation 2016 and the Data Protection Act 2018 and agrees to assist and co-operate to enable it to comply fully with its obligations in relation to Subject Access Requests including supplying requested information within 3 working days of being asked to do so by Mendip District Council.

3.14 Through the arrangements that are in place as part of the Capita contract, Ross and Roberts undertake to notify Mendip District Council without undue delay, and at least within 48 hours upon becoming aware of a Personal Data Breach, providing Mendip District Council with sufficient information to allow it to meet its obligations under the Data Protection Legislation and to enable the Council to report the breach to the information Commissioners Office within the 72 hour deadline imposed by the GDPR, and to assist Mendip District Council, as directed, in the investigation, mitigation and remediation of such Personal Data Breach.

3.15 Ross & Roberts will maintain a separate client bank account for all monies collected. Any unidentified payment will be held in a suspense account and any relevant and proper information regarding these accounts will be provided within 5 working days of any request made by Mendip District Council.

3.16 In line with the HRMC guidance on VAT, Ross & Roberts will invoice the local authority for the VAT on fees collected, on an agreed basis.

3.17 Ross & Roberts will supply Mendip District Council with copies of all forms and stationery used by them and will discuss any amendments with Mendip District Council before introducing any changes. A full set of the statutory notices to be issued will be provided by Ross & Roberts to Mendip District Council prior to their use. Such notices will be written in plain terms and will not be ambiguous or misleading. Ross & Roberts will ensure all notices issued to debtors and other parties like co-owners adhere to the prescribed content detailed in the TCOG regulations and supporting legislation. Where deemed appropriate by Mendip District Council, Mendip Citizen’s Advice may be asked for comment on changes in style content and format.

3.18 Liaison meetings will be usually at the Mendip District Council offices and on a quarterly or bi-monthly basis although the frequency can be varied by mutual agreement. The main purpose of these meetings is to consider service delivery matters such as compliance with this SLA, collection rates, turn-around times, any complaints and any other relevant business. Mendip District Council may, where it deems it appropriate, invite Mendip Citizen’s Advice to attend these meetings.
3.19 Mendip District Council and Ross & Roberts will nominate liaison officers who will be responsible for individual and bulk casework liaison. All staff in both organisations will be informed of the names of these liaison officers.

3.20 Before instructing Ross & Roberts for any debt Mendip District Council will ensure that any legally required warning notices have been properly issued and that legal timescales have been complied with.

3.21 Mendip District Council will issue instructions to Ross & Roberts regarding debts to be collected at specified intervals in an agreed format and with clear reference to the debt scheme the cases should be applied to. These instructions will be sent by secure IT interface provided by Ross & Roberts who will load the cases electronically to its case management system within 24 hours of receipt and issue a reconciliation report within 24 hours of the instructions being received.

3.22 Instructions issued by Mendip District Council may include special requirements on some cases and these will be clearly indicated at the time of instruction. Multiple debt cases will also be identified wherever possible.

3.23 Once instructions have been referred Mendip District Council will dissuade debtors from paying them direct and whenever possible recommend them to make payment to Ross & Roberts. Generally, direct payments will only be accepted by Mendip District Council where full payment, including fees, is offered. If a payment is to be taken by Mendip District Council the amount of fees will be debited to the debtor's account and as soon as payment has cleared Ross & Roberts will be informed and will then issue an invoice to Mendip District Council for the fees. Mendip District Council may, at its complete discretion, consider direct part payments but will only do so in exceptional circumstances.

3.24 The main aim of Ross & Roberts involvement is to engage with debtors from compliance stage, progressing if required through to enforcement, as a means to obtain full payment. A strategy that involves a combination of letters and telephony will be applied at compliance stage to make contact with the debtor, secure payment in full or a payment arrangement that meets the terms agreed with Mendip District Council. The number of letters sent at compliance stage and the timeframe within which these will be issued prior to cases progressing to enforcement will be discussed and agreed with Mendip District Council although this may be subject to change through time. Any such amendments will be documented and appended to the SLA.
3.25 Instructions that progress from compliance to enforcement will be administered in accordance with the TCOG regulations. The enforcement stage will be administered through a series of visits in an effort to obtain full payment or enter into a payment arrangement that meets the terms agreed with Mendip District Council. The number of visits on any given day is not restricted unless Mendip District Council advises otherwise.

Debtors who refuse to sign a TCOG agreement are faced with the immediate removal of goods unless a substantive offer to clear the debt is made, as the EA has no re-entry power otherwise.

3.26 Ross & Roberts will ensure that all of their employees and EAs receive appropriate training to ensure that they have a proper understanding of the relevant legislation.

3.27 All EAs and employees of Ross & Roberts will exercise proper care at all times and will not place themselves at undue risk. When necessary, assistance will be requested from the police. In such cases no action should be attempted until the police arrive. Ross & Roberts acknowledge that in such circumstances the police presence is required in order to prevent a breach of the peace or other criminal act. Furthermore Ross & Roberts acknowledges that it is not the role of the police to support the EA in:

a) helping collect monies; or,
b) in securing any agreement; or,
c) in assisting the EA to enter a client’s property.

3.28 All EAs and employees of Ross & Roberts will maintain an acceptable standard of dress when visiting debtors’ premises and will conduct themselves in a professional manner.

3.29 All Ross & Roberts EAs will carry with them identification (which will include a photograph for verification purposes), a copy of their authority to act on behalf of Mendip District Council and a copy of their EA certificate.

3.30 When dealing with a case Ross & Roberts will ensure that they only speak to the debtor(s), an authorised person (a person aged 18 or over, authorized by the debtor to act on their behalf e.g. solicitor/relative) or a person in apparent authority (the person who, in the opinion of the enforcement officer, is in charge of the premises). Care will be taken not to divulge the nature of the business to any other person. The absence of the debtor will not automatically prevent the action continuing but the situation will be properly considered before a decision is taken to proceed. Identification must always be shown at the start of the action and authority to act or the EA’s certificate must be shown if asked for by anyone who has good reason.
3.31 The TCOG regulations permit visits on any day of the week and in general between the hours of 6:00am and 9:00pm. Visits are also permitted outside of this period to enable attendance at premises with trading hours outside of the standard visiting times.

3.32 When negotiating arrangements Ross & Roberts will establish whether the debtor is currently employed and, if so, record the name and address of the employer. They will consider the average income and agree an appropriate amount, taking into account Mendip DC guidelines and any income information on file from Citizens Advice. Arrangements may be weekly, fortnightly or monthly.

3.33 Mendip District Council may require Ross & Roberts to operate a specified payment arrangement on any case.

3.34 For arrangements made at enforcement stage after the goods have been identified, the debtor; an authorised person; or a person in apparent authority will need to enter into a controlled goods agreement in accordance with the requirements laid down in the TCOG regulations; failure to do so may result in goods being removed for potential sale without further visits.

3.35 Where a payment is taken on site a company receipt will always be issued. Where a payment is made by post a receipt will be issued, if requested, providing a SAE is supplied. All receipts will clearly show their unique reference number, official receipt number and how much has been paid.

3.36 Documentation will normally be given to the debtor or left at the service address at the time each action is carried out. Content is prescribed under the TCOG regulations and will clearly state, together with other details, what the debt is for, what action has been taken, the current balance due including a full break-down of all fees, how and when payment needs to be made and contact details for queries.

3.37 Ross & Roberts will make available to debtors a variety of payment methods intended to make payment as easy as possible, all at no cost. They will recover all statutorily prescribed fees (and reasonably incurred statutory disbursements) and apply them in the priority and manner defined by the TCOG fees regulations.

3.38 All monies received by Ross & Roberts will be regarded as cleared within 15 days from receipt. Cash and cleared payments will be remitted to Mendip District Council at regular intervals as specified by the Mendip District Council. These will be in an agreed format and with appropriate supporting information.

3.39 Ross & Roberts will ensure details of all action taken is up-dated on its case management system in real time or as soon as
practically possible. Where the information held is not up to date Ross & Roberts will liaise directly with the EA and provide Mendip District Council with the latest position as quickly as possible, endeavouring to do so within 24 hours.

3.40 Ross & Roberts will keep full and accurate records of all events and actions taken on cases and will provide a written report when required. Such reports will always be completed where any violence or damage to a vehicle occurs or where specific threats are made by a debtor.

3.41 The notification of amendment, request for hold action, or special instructions in respect of individual cases will, in the first instance, normally be given by Mendip District Council via Client Web instruction or alternatively, by telephone, email or facsimile communication.

3.42 Particular attention will be paid at compliance and enforcement stages to identify any debtors where caution may need to be exercised in administering their case. Where Ross & Roberts becomes aware of a debtor's circumstances (or those of their partner or a dependant child or elderly / ill people living in the household) and concludes that further action may cause undue suffering or distress Ross & Roberts will put the case on hold and take advice from (either) their own line management or Mendip District Council. Examples of such circumstances include (but are not restricted to) physical or mental disability; long-term or serious illness; a recent bereavement; late term pregnancy; fragility due to advanced age; difficulty in understanding, speaking or reading English. EA’s will at all times comply with the Equalities Act 2010

3.43 Mendip District Council expects all Enforcement Agents acting on its behalf to have satisfactorily completed all relevant training and in particular equalities training that focuses on identifying vulnerability. Such training to include:

- how to identify vulnerability;
- the indicators an EA should be aware of;
- what the EA is to do with the situation once identified, including taking a different course of action

This training should be updated on a regular basis and no less than once a year. Mendip District Council will expect to receive assurances from Ross & Roberts that Enforcement Agents have completed such training, that records are maintained of this training and that instances of complaint / non-compliance in relation to the treatment of vulnerable persons are investigated by Ross & Roberts and any necessary remedial action is taken promptly.

3.44 Mendip District Council will advise Ross & Roberts of any known domestic information regarding a debtor that may assist in the management of their case. Mendip District Council will also advise at the time of instruction and at any time thereafter when it becomes known, the details of any potentially violent or aggressive person.
3.45 Where all possible action has been taken or considered and the debt and fees are not fully paid, Ross & Roberts will remove controlled goods for sale. The removal will always be supervised by a certificated EA, and if required during the removal, additional support will be provided by another EA and/or removal/auctioneer’s staff. Exempt goods as prescribed in the TCOG regulations will not be taken and items will (generally) be selected on the basis of highest potential return price. A full inventory of the items taken will be issued at the time of removal to the debtor and any identified co-owner together with statutorily prescribed documentation that confirms what action needs to be taken to obtain re-possession of the items. Any removed controlled goods will be covered by adequate insurance whilst in the possession of Ross & Roberts or their agents/auctioneers. Where, in the opinion of the Enforcement Agent, the removal of goods will not amount to the covering of costs of the sale or the fees of the Enforcement Agency, a decision should be taken in line with National Enforcement Standards.

3.46 Removed controlled goods will be retained for a minimum of 7 clear days from their removal prior to sale unless they are perishable in nature and their saleability and/or value would be diminished in which case sale may occur the day after removal. The fees, reasonable disbursements and expenses and any co-owner sale share as detailed in the TCOG regulations will be met from the sale proceeds before the balance is applied to compliance, sale and, enforcement fees and Mendip District Council debt in accordance with the allocation process detailed in the TCOG regulations.

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3.48 Mendip District Council will generally avoid withdrawing cases from Ross & Roberts but will have discretion to do so in appropriate circumstances. Where any case has been withdrawn Ross & Roberts will close it on the case management system and arrange for its inclusion on the returns file sent with the next remittance advice. Ross & Roberts will not ask for a contribution towards fees incurred when cases are closed by Mendip District Council in any circumstances other than:

i. Where the debtor has paid Mendip District Council in full
including fees.

ii. Where Ross & Roberts collect a debt in full including fees from the debtor and Mendip District Council request a refund of the Mendip District Council Tax / NNDR, Ross & Roberts will seek to retain the fees collected.

iii. Where Ross & Roberts advise Mendip District Council that the removal of goods may not realize enough funds to pay for reasonable disbursements (Mendip District Council will consider these types of cases on an individual basis) such as storage costs and auctioneer fees, and Mendip District Council still require removal, against this advice, Ross & Roberts request the Mendip District Council to guarantee payment of any reasonable costs incurred that are not satisfied by the sale of the insufficient goods.

If any of points (i – iii) occur, Ross & Roberts will issue an invoice for the relevant amount payable within 30 days of the invoice date. Any invoice under query will be notified to Ross & Roberts and endorsed to that effect.

3.49 Certificates of insufficiency (Nulla Bona's [NB's]) will be issued for all cases where requested. If a payment arrangement has previously been entered into any information concerning the debtor’s employment will be included with the certificate. ([NB's] are not required for cases returned as absconded, no contact or cases withdrawn at the request of Mendip District Council.)

3.50 Unresolved cases (other than NB cases) will be returned to Mendip District Council at monthly intervals and will include a report of all action taken, any information concerning the debtor’s circumstances (especially employment details) and the reason for the case being returned.

3.51 Where it is established that a debtor has moved out of the address, discreet enquiries will be made of the new occupier or close neighbours. Any information obtained will then be sent to Mendip District Council together with the returned case report. Where appropriate appropriate trace investigations will be undertaken and the findings added to the report.

3.48 Ross & Roberts will place a hold on all action for a specified period of time when requested to do so by Mendip District Council and ensure that no further action occurs until instructed or until the hold elapses, whichever is the sooner. If a hold elapses action will proceed unless Mendip District Council arranges for a further hold to be applied.

3.49 Complaints received by Ross & Roberts direct from debtors or any other person will be investigated promptly and in an objective manner. Complaints received by Mendip District Council will (generally) be referred to Ross & Roberts to be dealt with but may be administered by Mendip District Council at their discretion.
Until a complaint has been considered and responded to, a hold will be placed on all further action unless agreed otherwise with Mendip District Council. All complaints will be responded to in writing within 10 working days with a full response sent to Mendip District Council if this is requested. Copies of all correspondence will also be made available to Mendip District Council via the Client Web. Where a full response cannot be issued within 10 days a holding response letter will be sent and intended outcomes explained.

3.50 Each party shall provide to the other a report on complaints received, such reports to include:

- the number of complaints received;
- whether the complaint was justified or not;
- any lessons learnt/changes made as a result of the complaint;
- reference to specific EAs where relevant to the complaint.

The reports will be provided on a three monthly basis and will be reviewed as part of the regular liaisons between Ross & Roberts and Mendip District Council.

3.51 Where a complaint is not resolved to the debtor's satisfaction they will be informed of their right to have the matter referred to CIVEA for further consideration. Alternatively, the matter may be considered further using the Mendip District Council Complaints Procedure.

3.52 If a debtor commences court action in respect of how their case has been administered Ross & Roberts will supply all necessary, information within 10 working days of a request. Tiley will also make provide any necessary witness to attend court.

3.53 In dealing with all cases both Ross & Roberts and Mendip District Council will recognise that debtors may wish to seek advice from a solicitor or Third Sector organisations like Citizens Advice Bureau. Both parties will co-operate with any such involvement and will provide all relevant information when requested, ensuring that the requirements of the Data Protection Act are complied with where another party becomes involved.

3.54 Mendip District Council may request a range of reports in respect of their caseload to be supplied in a variety of formats; these will be supplied where possible within a maximum of 10 working days.

3.55 In particular Mendip District Council will require a report on caseload; to include the number and nature of referrals, numbers of visits and current status information.
3.56 Mendip District Council will require the Enforcement Agent to consider affordability of the debtor in establishing a payment arrangement. In doing so, the Agent will consider any presented, valid Financial Statement prepared by Citizens Advice.

3.57 Mendip District Council will require the Enforcement Agent office to try to make arrangements with the debtor before any visit (so avoiding additional charges). If this is not possible, then following any visit, if the Enforcement Agent has a reason to be concerned about the debtor the Agent / Agent office should contact Mendip District Council.

3.58 As part of safeguarding, if a minor answers the door to an Enforcement Agent, the Agent is obliged under legislation not to discuss the reason for the visit and to withdraw if the debtor is not available. If / when there is contact with the debtor, if there are dependent children present, the Agent will have regard to the need for privacy and confidentiality.
Section 4 Sign-off

Ross and Roberts and Mendip District Council agree to the terms of this SLA

Name

ADRIAN BATES

Signature

Job Title

Conflict Director

Date

11/1/19

On behalf of Ross and Roberts

Name

PAUL GEAL

Signature

Job Title

Corporate Financial Adviser (FS/FF officer)

Date

12/2/2019

On behalf of Mendip District Council