



## **Enforcement & Collection Agent Code of Conduct**

**2018**

## 1. Introduction

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

- 1.1 Company means the company appointed to undertake collection of Council Tax, Non-Domestic Rates, County Court and High Court judgements, secured and unsecured Sundry Debts and Housing Benefit Overpayments.
- 1.2 The Agent is the individual undertaking the function of taking control of goods for secured debts and seeking settlement of unsecured debts. In this instance the individual will be an employee of the company for the purposes of collecting the above debts.
- 1.3 The Group refers to the group of authorities named below.
- 1.4 The Authority is one of the authorities named below.
- 1.5 Taking control of goods is the taking of a debtor's goods by the Agent for sale.
- 1.6 Authorised Officer is an officer of the Council with the authority to act on behalf of that Council.
- 1.7 This code is on behalf of:
  - Dudley Metropolitan Borough Council;
  - Sandwell Metropolitan Borough Council;
  - South Staffordshire Council and
  - City of Wolverhampton Council.

It applies to the collection of Council Tax and Business Rates, County Court and High Court judgements, secured and unsecured Sundry Debts and Housing Benefit Overpayments.

- 1.8 Variations to the code may be made from time to time by the Group or by agreement, following a request from the contracted Enforcement Agent Company.
- 1.9 The contracted Enforcement Agent Company appointed by the Group shall act in accordance with this Code of Conduct. The code must be adhered to at all times unless in an individual case the prior permission of the individual authority is obtained to take alternative action.
- 1.10 In addition to the specific requirements of the Group set out in this document, the contracted Enforcement Agent Company should work within the requirements of the relevant legislation and also be mindful of the National Standards for Enforcement Agents published by the Ministry of Justice.

## 2. Enforcement Agent Company Guidelines

- 2.1 The Agent will at all times act in accordance with current legislation, such as Local Government Finance Acts 1988 and 1992; Tribunals, Courts and Enforcement Act 2007 and subsequent Orders, including the Taking Control of Goods Regulations, as well as

standards and procedures set down by the authorities and also with this Code of Conduct.

- 2.2 The Agent will at all times comply with the law as interpreted by the relevant authorities. Any doubt over interpretation of the law shall be referred to the relevant Authority.
- 2.3 The Agent must act in accordance with the Race Relations Act 1976, the Sex Discrimination Act 1986, the Equalities Act 2010, and the Child Poverty Act 2010 and should also comply with the requirements of the Data Protection Act 1998 and General Data Protection Regulations (GDPR). The Agents must comply with the provisions of all such Acts in the executions of their duties.
- 2.4 The Company 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).
- 2.5 The Agent will ensure that taking control of goods is undertaken in a humane, fair and consistent manner and in accordance with the authorities' requirements. If there is any doubt regarding the action to be taken in a case it should be reported to the Authorised Officer for the relevant Authority.
- 2.6 The Company will provide a variety of payment methods for which be no additional costs will be incurred. Where payment is made in cash the 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.
- 2.7 The Company must ensure that adequate and effective training is undertaken so that agents and other employees have an appropriate understanding of relevant legislation, case law and powers to allow them to carry out their duties.
- 2.8 Where an Agent's action is deemed to be in question, the relevant Authority will require the Agent's justification of the action within the legislative framework and this Code of Conduct. The Agent must respond to requests in such cases in writing within 5 working days.
- 2.9 An Authority may specifically instruct the Agent to cease a particular course of action where legality of the action is in doubt or in any case, as the relevant authority deem necessary. The Agent must comply with such an instruction.
- 2.10 Any legal action taken against any Authority as a result of the Company and or Agent's failure to act in accordance with the law or this contract, if proven, will constitute a fundamental breach of the contract.
- 2.11 In the event of legal action being taken against an Authority as a result of the Company or the Agent's actions, where the Authority incurs costs in defending or resolving the issue, the Company will reimburse the Authority in full for all costs incurred.

### **3. Enforcement Agent Professional Standards**

- 3.1 The Agent will carry full and proper photographic identification, issued and authorised by the Company, and when attending 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.
- 3.2 The Agent will also carry written authority from the relevant Authority and the Company 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. The Agent must hold a certificate granted by the County Court authorising them to take control of goods.
- 3.3 The Agent must introduce themselves to the debtor/s and state that they are acting on behalf of the relevant Authority.
- 3.4 Agents will be equipped with industry standard body cameras which will be activated when engaging with debtors. Video footage will be made available to the Authority upon request.
- 3.5 The Agent will take no action if it appears that no responsible adult is present at the address of the debtor. The Agent will make sure that when discussing details of debts, they are dealing with the debtor or someone else who is assisting the debtor at the debtor's request, e.g. a person under 18 acting as interpreter.
- 3.6 The name of the Agent who visited the debtor's property must be shown on any documents left with the debtor or at the property.
- 3.7 The 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.
- 3.8 The Agent will follow procedures in confidence and leave letters or documents in sealed envelopes for the debtor. Documents left with debtor/s or at the debtor's property must be on pre-printed stationery and comply with plain English standards.
- 3.9 The Group must approve all initial documentation used by the Company in relation to this contract. The relevant Authority must approve all subsequent amendments.
- 3.10 Any physical assaults, serious verbal threats or other matters of concern should be reported to the Appropriate Officer for the relevant Authority. If necessary any serious risks of a breach of the peace should be reported to the police. A means of communication with the Authority will be provided during normal office hours.
- 3.11 The Agent will be available by mobile phone during working hours and have appropriate messages on voicemail for customers. The Agent will not call before 6am or after 9pm unless instructed otherwise or the hours of business of a commercial organisation make this impractical (e.g. nightclub).

#### 4. Working Practices

4.1 The Agent will recover fees, costs and disbursements which are specified in the Taking Control of Goods (Fees) Regulations 2014, or as amended. The Agent will follow the required stages under the Taking Control of Goods Regulations:

##### a) Compliance Stage

- i) Following the input of the case onto the Agent's computer system a "Notice of Enforcement" must be sent to the debtor by post or electronically no later than the next working day.
- ii) The Agent should seek immediate and full payment of the debt. Where this is not possible a suitable payment arrangement should be made with the debtor.
- iii) The Agent must seek to obtain details of the debtor's employer, financial circumstances and any other relevant information when negotiating a payment arrangement. If it is established that the debtor is currently in receipt of a national benefit, they must attempt to obtain as much information as possible including the debtor's National Insurance number and date of birth. The Agent must supply the details obtained to the relevant Authority.
- iv) Where the debtor claims their income to be equal to or below national minimum income levels, i.e. state benefits, the Agent must insist on seeing evidence of this. In such cases they must agree a payment arrangement where the payments are at least equal to deductions which would be made by the Department for Works & Pensions.
- v) Where the debtor falls into a vulnerable category, (see 4.2 below), the Agent will refer the case to the relevant Authority before proceeding to make an enforcement visit.
- vi) On the first occasion when payments are not maintained under an agreed payment arrangement the Agent must send notice in writing to the debtor asking for payments to be brought up to date within 7 days.
- vii) If the debtor does not respond by paying the required amount, the Agent must make further attempts to contact the debtor before an enforcement visit. These attempts must include:
  - Searches of databases to obtain telephone numbers for the debtor,
  - If a telephone number is known up to three telephone calls are to be made, one of which must be outside of normal working hours,
  - If a mobile telephone number is known a reminder must be sent by text,
  - If an e-mail address is known a reminder must be sent by e-mail.
  - In cases where the debtor fails to make contact following the issue of a "Notice of Enforcement" the Agent must after 7 days have elapsed:
    - Send a further letter requesting payment giving 7 further days to respond.
- viii) If the debtor fails to bring the payments up to date following the actions taken at vi) and vii) or fails to contact the Agent following the actions, the Agent may proceed to the Enforcement Stage and make an enforcement visit for the purpose of "taking control of goods".

##### b) Enforcement Stage

- i) Whilst it is expected that the majority of liability orders will be for debtors who live in the relevant Authority's area, the Company must provide national coverage so that liability orders can be executed anywhere in England & Wales.
- ii) The Agent must not enter or re-enter premises where the only person present is a child or vulnerable person (see 4.2 below).
- iii) The Agent where considered appropriate may secure any arrangement by entering into a 'Controlled Goods Agreement'. No goods must be removed where

payments are being made in accordance with the agreement between the Agent and the debtor.

- iv) The Agent must not take control of goods which are exempt goods as defined in paragraph 4 of the Taking Control of Goods Regulations 2014.
- v) The Agent must not (unless the Court directs otherwise) take control of goods before 6am or after 9pm except where the premises are commercial premises when he/she may take control of goods at any time during the hours of trade or business.
- vi) Where following the “Taking Control of Goods” and a “Controlled Goods Agreement”, payments are not maintained under a payment arrangement the Agent must contact the debtor either by letter, e-mail, telephone, text or a combination of these asking for payments to be brought up to date within 7 days. If the debtor does not respond by paying the required amount the Agent may proceed to the Removal Stage.
- vii) Where an enforcement visit is made in relation to 2 or more liability orders at the same time the amounts outstanding must be combined for the purpose of calculating the enforcement fee to be charged to the debtor.
- viii) When the debtor is found to be vulnerable (see 4.2 below), the Agent must use his/her discretion in determining the appropriate course of action to be undertaken, or where necessary contact the Authority for further instructions.
- ix) Where no contact has been made following visit(s) in office hours, at least one visit should be made outside of normal office hours, as confirmed with each Authority, before referring the case back to the relevant Authority.

**c) Removal and Sale Stage**

- i) The Agent should where possible enter into a “Controlled Goods Agreement” and only proceed to the removal stage if the debtor fails to pay either in full or in accordance with an agreed payment arrangement.
- ii) The relevant Authority recognises that there will be circumstances where goods need to be removed immediately, such circumstances will include where the debtor refuses to enter into a “Controlled Goods Agreement”, or where if the goods are left at the premises they are likely to be moved by the debtor to prevent them being removed. In such cases the Agent may remove goods for sale but before doing so must contact the relevant Authority for authority to proceed.
- iii) Where goods are subject to a “Controlled Goods Agreement” and the Agent is refused access to remove those goods or where no contact is made with the debtor, the Agent may issue a “Notice of Re-Entry” giving the debtor 2 clear days to make payment in full to prevent a further visit for the purpose of removing goods.
- iv) In the event that the debtor fails to pay and the Agent considers that re-entry should be gained by the use of reasonable force, the Agent must contact the relevant Authority and the Police before proceeding.
- v) In Business Rates cases where the removal of goods would force the closure of the business, the Agent must contact the relevant Authority before proceeding.
- vi) The Agent must be mindful of the debtor's circumstances and remove goods in a caring manner and ensure their safekeeping and current value.
- vii) The Agent must advise the debtor where the goods will be stored and how payment can be made to prevent their sale.
- viii) The Agent must give notice of the date, time and place where the goods will be sold.
- ix) The Agent must provide an inventory and appropriate notice to the debtor for all goods removed.

4.2 When the Agent locates a person who is classified under one of the following vulnerable groups, or is of the opinion that the person may be vulnerable, they will use their

discretion in determining the appropriate course of Agent action to be undertaken, or where necessary contact the relevant Authority for instruction.

1. Elderly;
  2. People with severe disabilities;
  3. Recent family bereavement;
  4. Where the debtor or partner is in the final weeks of pregnancy. To be reviewed after the birth of the child;
  5. Communication difficulties where an advisor or an interpreter would be helpful;
  6. Where the welfare of children would be put at risk.
- 4.3 Where there is a dispute over the amount due the Agent should clarify with the relevant Authority before they take further action.
- 4.4 Information may be obtained by the Agent that will be of significance to decisions made by the Authority about escalated recovery methods (e.g. charging orders or bankruptcy). Guidance on information that must be recorded and passed on to the Authority will be agreed with individual authorities.
- 4.5 A minimum of 4 unsuccessful visits to the debtor's property should be made before the case is referred back to the relevant Authority. At least one of these visits to take place on a different day to the first visit unless the Agent has good reason to believe that the debtor will be present on making a return visit on the same day.
- 4.6 Where no contact has been made following visit(s) in office hours, at least one visit should be made outside of normal office hours, as confirmed with each Authority, before referring the case back to the relevant Authority.
- 4.7 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 the relevant Authority with a full report of the circumstances of the case.
- 4.8 Complaints will be acknowledged within a period of 3 working days and a full response sent within 10 working days.
- 4.9 The Agent is expected to conduct trace enquiries where information is obtained that the debtor has absconded. The enquiries to be carried out include but are not limited to:
- Enquiries with Neighbours,
  - Enquiries with Estate Agents, Landlords, Solicitors,
  - Company Searches and enquiries with Directors,
  - Searches of various databases and the internet for example Experian and social media.
- ii) Where the debtor has moved and the Agent obtains details of a forwarding address and the date of vacation this information should be made available to the Authority.