**SPECIFICATION OF REQUIREMENTS FOR**

**ENFORCEMENT AGENT SERVICES (Council Tax, Business Rates and Commercial Rent Arrears) AND DEBT COLLECTION SERVICES (Housing Benefit Overpayments and Sundry Debts) AT THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA**

**JULY 2019**

**Author: M. Stewart**

**TABLE OF CONTENTS**

| ***Section number*** | ***Section*** | ***Page*** |
| --- | --- | --- |
| 1 | Introduction | 3 |
| 2 | Regulations governing enforcement and debt recovery activities | 3 |
| 3 | Background | 5 |
| 4 | Appointment and conditions of service | 5 |
| 5 | Information to debtors | 7 |
| 6 | Confidentiality and access to information | 7 |
| 7 | Means / method of communication | 8 |
| 8 | Minimum expectations / process for enforcement cases (excluding CRAR) | 9 |
| 9 | CRAR enforcement cases | 10 |
| 10 | Customer methods of payment | 10 |
| 11 | Payments to the council | 11 |
| 12 | Complaints | 11 |
| 13 | General administration | 12 |
| 14 | Health and safety | 12 |
| 15 | VAT | 13 |
| 16 | Monitoring (including performance reporting) | 13 |
| 17 | Allocation of work | 13 |

**1. INTRODUCTION**

* 1. The Operations Department at the Royal Borough of Kensington and Chelsea (RBKC) is establishing an ‘in house’ enforcement service for the collection of Council Tax and Business Rates Debt. This will mean less reliance on external providers to collect these debts on behalf of the Council.
  2. However, it is recognised that the ‘in house’ team will require support in enforcing these debts in the form of ‘out of borough’ cases and recycling cases they have not been successful in collecting. The successful provider will undertake all Commercial Rent Arrears enforcement cases along with undertaking Debt Collection activities for Housing Benefit Overpayments and Sundry Debts owed to the Council. This will ensure the Council has additional capacity and resilience to ensure its debt recovery objectives are met.
  3. The successful provider will work alongside Kensington and Chelsea’s own ‘in house’ enforcement agent team for the duration of the contract, including any extension. This will be in an open and transparent way to ensure maximising debt recovery, piloting new ideas and ensuring a quality service is provided are a key focus.
  4. For clarity, Parking enforcement is out of scope for this contract as the Parking Services Department have separate contracts in place for the provision of this service from external Enforcement Agents
  5. The Council will appoint the highest scoring provider. It is proposed the work will be allocated as per below:
* Council Tax – all cases 10 miles or more from the borough plus recycled cases the ‘in house’ service fail to collect;
* Business Rates – all cases 10 miles or more from the borough plus recycled cases the ‘in house’ service fail to collect;
* Commercial Rent Arrears – all cases (these are out of scope for the ‘in house’ team)
* Housing Benefit Overpayments – all cases (out of scope for the ‘in house’ team)
* Sundry Debts – all cases (out of scope for the ‘in house’ team)
  1. The Council, through this contract, aims to:
* maximise income to pay for vital services through the effective and efficient use of all available recovery options;
* reduce costs of collection;
* ensure a high-quality external enforcement agent service that fits in with the Council’s aims and objectives such as anti-poverty.

**2. REGULATIONS GOVERNING ENFORCEMENT AND DEBT RECOVERY ACTIVITIES**

2.1 The Council is responsible for obtaining Liability Orders for unpaid Council Tax and Business Rates in accordance with the Local Government Finance Acts 1988 and 1992 (as amended). Once obtained, the Council will determine the most appropriate recovery action to undertake which may include the use of enforcement action. In these cases, it will be passed to either the ‘in house’ team or the successful provider to execute.

2.2 Under sections 123 and 127 of the Local Government Act 1972, as amended, the Council can lease commercial properties to third parties.  There is no requirement for court orders to start recovery and enforcement proceedings where this is not paid and moves straight into the Commercial Rent Arrears enforcement process under Taking Control of Goods Regulations 2013.

2.3 The successful supplier will provide a full range of enforcement agent services in respect of Council Tax, Business Rates and Commercial Rent Arears enforcement in accordance with appropriate legislative requirements. In particular:

* The Council Tax (Administration and Enforcement) Regulations 1992 as amended;
* The Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 as amended;
* The Tribunals, Courts and Enforcement Act 2007, (as amended by the Crime and Court Act 2013) and supporting regulations 2013 and 2014, and in particular:
  + - * The Taking Control of Goods Regulations 2013 (including CRAR)
      * The Taking Control of Goods (Fees) Regulations 2014

2.4 There are no prescribed regulations regarding the use of debt collection agencies to enforce the collection of Housing Benefit Overpayments or Sundry Debts as they have no ‘real’ power to enforce. However, the service provider is expected to be Financial Conduct Authority (FCA) regulated and follow the guidelines set out by the FCA in treating customers fairly, taking affordability into account for repayment plans, etc.

2.5 The Council expects the successful service provider to comply with all current statutory requirements and best practice to ensure the service delivered on behalf of the Council to its residents and businesses is of the highest standard. It is expected that the successful provider complies with any future legislative changes affecting the way they work during the terms of the contract.

2.6 At all times the service provider must ensure that their employees act in a responsible, professional and ethical manner.

2.7 The Council may, during the contract, require the service provider to engage in special exercises or pilot new ideas. It is expected these requests are facilitated where reasonable to do so.

2.8 As with the Council’s existing enforcement agent arrangements, Liability Orders and CRAR debts are to be enforced on a nil commission basis as statutory enforcement fees, under the Taking Control of Goods (fees) regulations 2014, and are owed by the debtor and retained by the service provider.

2.9 As per the Council’s existing Debt Collection Agency arrangements (for Housing Benefit Overpayments), cases referred to the service provider are to be enforced on an agreed commission basis. The commission rate will be the tendered rate during the procurement process and cannot be renegotiated during the term of the contract. Monies collected on behalf of the Council must be remitted in full and a separate invoice sent for the commission owed against the amount collected separately. You must not deduct the commission amount from the total amount collected due to accounting reasons.

**3. BACKGROUND**

3.1 The Royal Borough of Kensington and Chelsea is the smallest council in London but has one of the greatest variances in income between the rich and the poor in the UK. This means a one size fits all approach to recovery of debts owed does not work.

3.2 There are around 88,500 rate-paying households in the Royal Borough. The Council Tax collection rate in 2018/19 was 97.74% (an increase of 0.59% on 2017/18). The Council obtained 7,802 Liability Orders in 2018/19 with 5,788 of those being sent to our current service provider.

3.3 There are around 8,900 commercial hereditaments in the Royal Borough. The Business Rates collection rate in 2017/18 was 99.24% (an increase of 0.33% on 2016/17). The Council obtained 648 Liability Orders in 2018/19 with 447 sent to the current Service provider

3.4 There are around 600 commercial properties let by the Royal Borough annually. Three cases were passed for enforcement in 2018/19.

3.5 105 Housing Benefit Overpayment invoices were sent to our current supplier to attempt collection on in 2018/19 under their Debt Collection Agency function.

3.6 No sundry debts were passed to our current supplier to collect during 2018/19 due to the outsourced nature of the service provision for collecting these debts until December 2018. It is expected that sundry debt cases will be passed to the new service provider following the establishment of new sundry debt collection provisions established by the Council in December 2018. Due to the infancy of these new provisions it is not possible at this point to provide estimated volumes of cases.

3.7 All work volumes mentioned in this tender are historical and prior to the in house enforcement team going live in 2019 which will reduce the volumes of Council Tax and Business Rates cases likely to be passed out to the successful service provider going forward. As the service is in its infancy. it is not possible, at this stage, to estimate the impact as there is no benchmark data on the number of out of area cases out of scope for that team or the number of cases they were not able to collect, and therefore available for recycling to the successful supplier. The figures above are to enable tenderers to obtain a view of potential workloads.

3.8 The Council does not guarantee that the successful service supplier will actually be issued the volumes of work stated above going forward, particularly in relation to Council Tax and Business Rates.

**4. APPOINTMENT AND CONDITIONS OF SERVICE**

4.1 The service provider shall conform to all the requirements of the Data Protection Act 2018, General Data Protection Regulation (GDPR) and all other appropriate legislation (as amended).

4.2 All Enforcement Agents taking control of goods, whether acting with other individuals or not, shall act under a certificate issued under Section 64 Part 3 of the Tribunals, Courts and Enforcement Act 2007 and all relevant regulations and Civil Procedure.

4.3 Any doorstep visits to attempt to collect Housing Benefit Overpayments or Sundry debts under Debt Collection functions cannot be done so from an Enforcement Agent point of view. Whilst an Enforcement Agent can undertake the visit itself, they must approach the collection and any conversation with the debtor from a Debt Collection Agent standpoint as they have no legal power to enforce and must not misrepresent powers to enforce to the debtor.

4.4 Upon request, the service provider must provide the Council with a copy of valid Enforcement Agent Certificates and update, as and when required, for any agents enforcing debt on behalf of the Council.

4.5 The service provider, or any agent employed by said provider, shall not subcontract any of the work authorised to be carried out by the Council.

4.6 The service provider shall ensure that all staff employed by them receive sufficient and ongoing training to be able to understand general principles and legislation regarding the type of debt being recovered.

4.7 All Enforcement Agents must have completed the statutory training and certification process. They should have evidence of ongoing Professional Development to ensure they are up to date with current debt recovery methods and approaches. They must enforce debt in a humane, firm and fair manner in accordance with all applicable legislation and regulations alongside current and future Council local policies and procedures as we seek to ethically collect debts owed to us. Agents must have the skills and abilities to recover the debt as quickly and as reasonably practicable without causing financial hardship.

4.8 Enforcement Agents and back office staff acting on behalf of the service provider must be able to advise debtors of where they can obtain free debt advice within Kensington and Chelsea (or their local area if they live outside the Royal Borough of Kensington and Chelsea).

4.9 Enforcement Agents must be smartly dressed and be courteous and polite in all circumstances. They must always have valid identification and evidence they are authorised to act on behalf of the Royal Borough of Kensington and Chelsea in case a debtor asks to see such evidence.

4.10 Vehicles used by Enforcement Agents must be roadworthy, undertake regular maintenance checks, have valid MOT’s and carry appropriate insurance.

4.11 The service provider is to ensure new cases sent for collection are uploaded into their back-office system within one working day of receipt.

4.12 The service provider must ensure there is a nominated Contract Manager, who can make decisions on behalf of the service provider, as a single point of contact for Council Management. The Council considers this person will be responsible for ensuring all information requested by the Council is responded to in a timely and accurate fashion.

4.13 The service provider must ensure they are available to attend regular performance meetings. This may include short notice requests where a serious problem occurs that requires a face to face meeting rather than conference call.

4.14 The service provider is to ensure the contract is properly resourced at all times and ensure conflicting priorities with other client’s requirements / workloads are overcome to ensure no detrimental impact to our contract. You must also make use of appropriate technology to effectively manage and enforce debts passed over.

4.15 The service provider must ensure cash files for payments collected on behalf of debtors being remitted to the Council can fully integrate with the Council’s cash receipting system (Unit 4 Agresso) and core systems such as Civica (Council Tax and Business Rates would be via the Civica Bailiff module, for example) before the commencement of the contract.

4.16 The service provider must ensure Bailiff Return files and PDF’s are developed to integrate directly into relevant back office systems (such as Civica for Council Tax and Business Rates) before the commencement of the contract.

4.17 If a service provider is instructed to return a case to the Council or place a case on hold, they shall immediately cease their actions and/or return the case at the first available opportunity. No costs already incurred, due to actions taken on the account, will be chargeable to the Council. The service provider may be required to issue a refund to the debtor equivalent to any monies paid.

**5. INFORMATION TO DEBTORS**

5.1 Any Agent acting on behalf of the service provider must carry, at all times, proof of their identity (authorised identity card, including a photograph) along with written confirmation the Council has instructed them to recover the debt on our behalf. These must be shown on request.

5.2 The name of the Agent who has attended the premises must be made clear on all documentation left with the debtor(s) and/or any other person at the premises. Where no contact is made at the address visited, these documents should be left in sealed envelopes marked for the attention of the debtor(s) only.

5.3 The Agent must issue adequate and proper receipts for all monies received. Where the debtor pays by cash this should always be provided directly by the Agent on the doorstep. For other types of payments, the receipt must be provided directly by the Agent and/or the service provider’s office. Where a debtor pays online or directly to the back-office team, the service provider must ensure receipts are posted or emailed to the debtor.

5.4 All repayment arrangements agreed between Enforcement Agents or the back-office team for the service provider must be recorded in writing (hand written or computerised arrangements) and a copy provided to the debtor.

5.5 Enforcement Agent correspondence shall include:

* + A schedule of fees that may be charged by agents
  + Explanation of the procedure for appeal against unlawful or irregular taking control of goods
  + Mobile number for the Enforcement Agent should the customer need to call them
  + Details of the service provider’s customer contact telephone number, opening hours, website address, etc.

**6. CONFIDENTIALITY AND ACCESS TO INFORMATION**

6.1 The service provider and the Council will supply names and contact details at the start of the contract of all officers / employees who are authorised to instruct (or take instructions) on behalf of their organisations. This list must be maintained and updated as necessary.

6.2 All information acquired by the service provider during the performance of their duties under contract with the Council shall remain confidential to the service provider (including the Enforcement Agents) and the Council.

6.3 The Council shall have access to the service provider’s records and computerised information relating to all actions taken to enforce and recover debts passed for collection when requested by the Council’s authorised officer. It is preferable that the Council can access this information via a secure online link such as a ‘client portal’. This online link should show real time updates by the service provider and the Council that are instantly viewable.

**7. MEANS / METHOD OF COMMUNICATION**

7.1 The service provider shall provide secure access via the internet, for nominated Council officers to view, update and upload cases on their database.

7.2 The service provider shall ensure compliance with instructions given by or on behalf of the Authorised Officer of the Council, other than those that they consider would prejudice the rights of debtors under relevant legislation and this specification.

7.3 The service provider shall ensure they have adequate communication systems (websites, telephones, email), ideally available 24/7, in place to enable debtors to make contact. Telephone charges must be at local rates (not premium rate numbers) and available to both the Council and Debtors between at least 9am and 5pm Monday to Friday.

7.4 An Agent who has taken control of goods or clamped a vehicle, must always be immediately contactable so they can receive instructions.

7.5 During the course of their actions, where an Agent identifies taking control of goods would cause unacceptable hardship or distress (as per Regulation 10 of the Taking Control of Goods Regulations 2013), they shall report this immediately to the Council prior to any action.

7.6 Where a debtor is identified as vulnerable, the fee due for the enforcement stage will not be recoverable unless the Agent has given the debtor an opportunity to get assistance and advice in relation to the process of taking control of goods. The Council expects the enforcement fee to be removed from the case to facilitate this and only be re-added upon a subsequent visit if the debtor fails to engage after being given adequate time to obtain said assistance and advice and contact to pay in full or agree a repayment arrangement.

7.7 Payment arrangements should be in line with the Council’s internal arrangement policy which is three months maximum unless an income and expenditure form (also known as a Standard Financial Statement) is completed with supported evidence. Arrangements should not exceed five years and must be reported to the Council for further advice if the evidence provided shows the debt cannot be paid in under five years.

7.8 The Council expects periodic debt surgeries to be held at Council Offices that invite customers into a ‘neutral’ place to discuss debts owed that are with the service provider. The service provider must provide resource to deal with customer enquiries at these surgeries. These will usually take place at Kensington Town Hall, but the Council reserves the right to hold these at other sites around the borough.

**8. MINIMUM EXPECTATIONS / PROCESS FOR ENFORCEMENT CASES (EXCLUDING CRAR)**

8.1 Notice of Enforcement (Compliance notice) letter should be issued within one working day of receiving the case. £75 fee applied at this stage.

8.2 Compliance period must last 14 days. During this period the Council expects one chaser letter to be issued (in case compliance notice did not arrive) during this period. Where contact numbers and/or email addresses have been provided the Council expects debtors to be chased via this method too.

8.3 After day 14, an Agent should be instructed to visit within five working days (maximum). Only as the Agent visits can the £235 (plus additional 7.5% per £1 for debts over £1,500 excluding fees) be added to the account.

8.4 Where no contact is made a letter advising of Agents’ attendance, debt owed, contact details, etc. must be left in a sealed envelope.

8.5 The service provider must ensure a means of proof that the visit took place. This can be in the form of GPS visit tracking, video footage, etc.

8.6 Where no contact is made, or access gained, a minimum of two weekday visits, one evening (after 6pm) and one Saturday visit is to be made prior to the return of a case. The Council expects the service provider to continue with outbound calls, emails and texts between visits.

8.7 Enforcement Agents must seek prior authorisation from an Authorised Officer at the Council before removing vehicles or taking control of goods to ensure the Council is satisfied that the goods / vehicles being distrained are proportional to the debt, such action is justified and that the goods can legally be taken in line with legislation.

8.8 Enforcement Agents are required to have a basic knowledge of Discounts, Exemptions and Reliefs that may be available to the debtor. Where necessary, the Council expects the Enforcement Agent to assist the debtor complete relevant forms and arranging their safe and secure return to the Council to allow us to assist the debtor further.

8.9 The service provider’s staff, including Enforcement Agents and back-office staff should be acquainted with the Council’s complaint procedure and, upon request, assist customers making online complaints to the relevant service or providing it in paper form to the relevant Council Authorised Officer.

8.10 All suppliers must produce a report to the Council of all cases over three months old where there has been no contact made or payment received. The service provider can keep the case for 12 months (longer if subject to an arrangement) but it is expected the cases with no contact or payment should be returned after six months to allow alternative action to be taken.

8.11 Where it is established the debtor has vacated, all relevant information must be recorded in an agreed standard electronic/data submission (such as secure email) within 48 hours. Minimum data expectations include:

* Name of new occupier(s)
* Confirmation agent has seen proof of ID
* Contact number / email address of new occupier(s)
* Date they moved into the property
* Occupation status (owner / tenant, etc.)

8.12 Where a property is found to be unoccupied, all relevant details (For sale / to let boards, condition of the property, any conversations with neighbours, etc.) shall be immediately reported to the Council via a designated email address (to be provided to successful service provider during implementation) and not just noted on the case. The Council expects the service provider to take reasonable steps to try and trace the debtor and collect the debt where they identify the debtor has “Gone Away” from the address supplied by the Council.

8.13 Where it has not been possible to effect taking control of goods, due to the debtor being unable to pay and not having goods to cover the debt, the Liability Order shall be returned to the Council via the Bailiff Return process endorsed as “Nulla Bonna” along with a full report of action taken.

**9. CRAR ENFORCEMENT CASES**

9.1 Before CRAR is exercised, seven days clear notice of enforcement (calculated excluding Sundays, Christmas Day, Good Friday and Bank Holidays) must be given to the debtor.

9.2 This notice period can only be shortened via a Court order where the Court is satisfied that without such an order it is likely goods will be removed / moved to avoid them being taken control of.

9.3 At any point a court can set aside the Notice of Enforcement or order that further steps cannot be taken under CRAR without the authorisation of the Court. The service provider must comply with such orders.

9.4 The service provider must ensure that the Enforcement Agent exercising CRAR is only permitted to take control of goods belonging to the debtor (they cannot distrain on goods belonging to third parties).

9.5 Goods necessary for the debtor’s personal use or in connection with employment, business, trade, profession, study or education are exempt up to an aggregate value of £1,350.

9.6 Items in use by the debtor may not be taken control of if such action is likely to result in a breach of the peace.

**10. CUSTOMER METHODS OF PAYMENT**

10.1 The service provider shall make provision for debtors to make payment using the following methods:

* Online (Internet) Debit / Credit Cards
* Bank Transfer
* By post to the Service providers office
* In person at the Service providers office
* Telephone banking (Debit / Credit cards)

10.2 The service provider should also try offer the following payment options:

* Post Office or Payzone barcode payments
* PDQ / Chip and Pin type payment options (Enforcement Agents only)
* Any other methods available to the service provider

10.3 Fees may not be charged to the debtor for any Debit or Credit Card transactions.

**11. PAYMENTS TO THE COUNCIL**

11.1 All monies collected by the service provider must be held in a separate account and not a general account. Reconciliations are to be provided quarterly to the designated contact at the Council to show no monies are being held in the client account longer than necessary (i.e. the standard payment clearing period).

11.2 All cleared monies received by the service provider must be remitted to the Council on weekly basis, together with an analysis / breakdown of the payment to facilitate allocation to the relevant accounts. These payments will usually be BACS, though the Council reserves the right to request the final payment for the financial year in the last week of March is paid by CHAPS (at no cost to the Council). Cheque payments are not possible.

11.3 The Council has a system in place to deal with bounce payments, chargebacks, etc. Therefore, unless prior authorisation has been obtained from the Council, no negative transactions are permitted on the remittance file. The standard process would be the service provider invoicing the Council for the money back.

11.4 Where a debtor bounces / chargeback’s a payment, the Service provider is expected to immediately re-commence Enforcement / Recovery action before attempting to invoice the Council for the bounce / chargeback.

11.5 All payments and files must be in the required format determined prior to the start of the contract / in the implementation phase; the format specification will be supplied to the successful Service provider to facilitate this. Costs incurred by the Service provider in setting up these files is borne by the Service provider and not the Council.

**12. COMPLAINTS**

12.1 The Service provider shall appoint a dedicated person to assist the Council with dealing with complaints received regarding the actions of the Service provider and its employees. This person should have the power to:

* Stop all current ongoing work with the case;
* Review any telephone call recordings and provide copies / transcripts to the Council;
* Interview Enforcement Agents and take relevant action where issues have been identified;
* Provide copies of correspondence issues;
* Provide a computerised account history

12.2 In cases where debtors dispute liability for the debt, the Service provider shall immediately take steps to resolve that dispute including contacting relevant officers of the Council. No further action should be taken until the situation has been resolved or until further instruction is received from the Council.

12.3 Complaints received by the Service provider must be acknowledged within 2 working days of receipt and responded to in writing no later than 5 working days thereafter. Enforcement and Recovery action must be suspended until the customer has received the response. A copy of the complaint must be provided to the Council to determine if the Council should lead on any response in line with the Councils complaints process. The debtor should be provided with the Council’s complaints process in case they want to make a separate complaint to the Council anyway. A copy of any response must be provided to the Council.

12.4 If the debtor complains directly to the Council instead, we will provide the Service provider with a copy of the complaint for transparency purposes. The Service provider is to comply with all requests for information to aid with the response which may include the information in 11.1 above. The Service provider will be advised of any outcome and findings from the complaint, including lessons learnt / recommendations to changes to the ways of working.

12.5 If a complaint regarding the actions of the Service provider (including its employees) the Council reserves the right to insist that part / all of the fees are removed from the case. In these instances, the Council will not reimburse the Service provider this lost income.

**13. GENERAL ADMINISTRATION**

13.1 The Service provider and their employees are expected to maintain full, accurate and professional information systems in place to ensure high standards of service.

13.2 All correspondence received from the debtor or Council shall be responded to by the service provider within ten working days.

13.3 The Service provider shall return any case immediately to the Council upon our request, without charge. This shall be done regardless of the stage of enforcement or circumstances of the case.

**14. HEALTH AND SAFETY**

14.1 The Service provider must ensure all employees comply with Health and Safety and any other relevant legislation, regulations and codes of practice. The provider must all at times maintain a Health and Safety at Work policy relating to the employment of its staff whilst carrying out duties on behalf of the Royal Borough of Kensington and Chelsea. This includes both office and field based (Enforcement Agents) staff due to the different risks posed.

14.2 The Service provider must nominate a Health and Safety representative to liaise with the Authorised Officer at the Council on all Health and Safety matters. All notifiable accidents whilst working on Kensington and Chelsea cases must be immediately reported to this person.

**15. VAT**

15.1 For Council Tax, Business Rates and CRAR debts, VAT will be payable on the amount of debt collected by the Service provider. VAT invoices should be included with the weekly remittance documents, so the Council has evidence of a breakdown of the VAT charges.

15.2 For Housing Benefit Overpayments and Sundry Debt recovery VAT is chargeable.

**16. MONITORING (INCLUDING PERFORMANCE REPORTING)**

16.1 Regular performance review meetings will take place between the Council and the Service provider to monitor and assess compliance with this document and review performance in general. It is expected in the early days of the contract this will be monthly but may move to quarterly with conference calls between to resolve any minor issues.

16.2 A list of key performance indicators for each debt will be agreed with the successful Service provider at the commencement of the agreement but below are indicators of some of the initial indicators based on performance of the current Service provider:

* Collection rate of 60% of cases allocated per financial year for Council Tax and Business Rates
* 5% of Housing Benefit Overpayment debt collected
* Under 10 complaints per month
* Maximum of one complaint upheld per month against your organisation (including actions of your employees)
* 100% accuracy in reports provided
* Standard / Regular recurring reports provided within two working days of agreed date (usually 1st of month to report on previous month & year to date collection);
* Ad Hoc / One off report requests within five working days of emailed request
* Timely submission of quarterly banking reconciliation reports and documentary evidence (to show monies collected on behalf of the Council in the relevant client account are not held onto for longer than necessary)

16.3 The Service provider must provide monthly reports for performance monitoring purposes. These may differ due to the debt types being recovered and will be specified by service leads for the relevant debt types prior to implementation. Each variance should include: activities carried out, cases allocated in the previous month, collection summaries and case summaries (age of debt, etc.).

**17. ALLOCATION OF WORK**

17.1 There are no guarantees of work for any of the debt types.

17.2 For Council Tax and Business Rates the Service provider will be passed available cases more than ten miles from the borough boundary. They will also be passed cases the ‘in house’ Enforcement Agents have failed to collect via a recycling process to attempt enforcement.

17.3 Any Commercial Rent Arrears cases requiring enforcement will be passed only to the successful Service provider as they are out of scope for the ‘in house’ team.

17.4 Any Housing Benefit Overpayment and Sundry Debt cases to be collected in a Debt Collection capacity will be passed to the Service provider only.