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**Framework Schedule 2**

**Part A –AuctionEER SERVICES**

**PARAGRAPH 2.1 Specification AND CALL OFF KPI’S**

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#

# General Provisions

## DEFINITIONS AND INTERPRETATION

| **Definitions**  | **Interpretation**  |
| --- | --- |
| Group  | A number of postcode areas grouped together as a Group which the buyer will allocate work based on debtors address to the Supplier |
| Statement of Requirements  | The description of the Services to be supplied under the Contract;   |

1. INTRODUCTION
	1. Her Majesty’s Revenue and Customs (HMRC) (the “Authority”) is seeking to establish a Framework Agreement for the provision of Auctioneer Services for HMRC.
	2. The Framework Agreement will be managed by the Authority and Call Off contracts will be managed by the Authority.
	3. The duration of the Framework Agreement is two (2) years (24 Months), with a maximum Call Off Contract period of three (3) years (36 Months).
	4. This Paragraph 2.1 of Framework Schedule 2 (Part A) (Auctioneer Services and KPIs) sets out the characteristics of the Services that the Supplier will be required to make available to the Authority under this Contract.
	5. For all Lots and/or Services, the Supplier must support the Authority to comply with any specific applicable standards.
	6. The Services and any standards set out in this Paragraph 2.1 of Framework Schedule 2 (Auctioneer and KPIs) may be reasonably refined by the Authority during a stage within the Call-Off Procedure to reflect its Statement of Requirements for entering a particular Call-Off Contract.
2. STRUCTURE
	1. For the purposes of identifying the Areas for which Auctioneer services are required, the Buyer will use Postcodes. Please see attached link [Postcode areas](https://postcodebyaddress.co.uk/areas)

* 1. The Postcodes covered by each area are outlined below
	2. **Lot 1 Requirements** –

Auctioneer Services requirements which are specific to North of England.

**Group 1**(BB, BL, CA, CH, DH, FY, L, LA, NE, PR, SR, WA, WN, TD),

**Group 2** (BD, DL, HD, HG, HX, LS, TS, WF, YO),

**Group 3** (CW, HU, M, OL, SK,)

* 1. **Lot 2 Requirements** –

Auctioneer Services requirements which are specific to Midlands.

**Group 1** (B, CV, DY, HR, TF, WR, WS, WV),

**Group 2** (DE, DN, LN, NG, S, ST),

**Group 3** (CO, IP, CB, PE, NN, LE)

* 1. **Lot 3** **Requirements** – Auctioneer Services requirements which are specific to South of England.

**Group 1** (AL, CM, HP, LU, MK, SG, SS, WD),

**Group 2** (BA, BS, GL, OX, SN, SP),

**Group 3** (BH, DT, PO, SO),

**Group 4** (BN, CT, GU, ME, RG, RH, SL, TN)

**Group 5** (EX, PL, TA, TQ, TR)

* 1. **Lot 4 Requirements** - Auctioneer Services requirements which are specific to London.

**Group 1** (BR, CR, DA, EC, SE),

**Group 2** (E, EN, IG, N, RM),

**Group 3** (HA, NW, UB, W, WC),

**Group 4** (KT, SM, SW,TW)

* 1. **Lot 5 Requirements** - Auctioneer Services requirements which are specific to Wales

**Group 1** (CF, LD, NP, SA),

**Group 2** (LL, SY)

* 1. It is the buyer’s intention to award individual contracts based on area Groups to separate Suppliers.
	2. Suppliers will have the opportunity to bid for single or multiple Lots and within each Lot for single or multiple groups, however as stated above the buyer’s intention is that no single supplier should be awarded more than one Group in any individual Lot.
	3. Suppliers intending to bid for multiple Groups within a single Lot should select their preferred Groups in Schedule 3 Charges and Invoicing.
	4. Groups will be allocated based on the Supplier’s ranking in terms of their overall score for their proposal. The Buyer will then be award Groups to the Suppliers with the highest ranking who has not already been awarded a group within that Lot.
	5. Although it is the buyer’s intention to award contracts based on Groups to separate suppliers, the buyer retains the right, at its discretion, to award multiple Groups to an individual Supplier (or group of companies where two or more suppliers are within the same group of companies).

1. BACKGROUND
	1. HMRC is a central Government Department with responsibility for the collection of direct and indirect taxes.
	2. The enforcement power enabling HMRC to take control of goods is Section 127 Finance Act 2008 (S127FA08). This says:

 Section 127 Enforcement by taking control of goods: England and Wales. This section applies if a person does not pay a sum that is payable by that person to the Commissioners under or by virtue of an enactment or under a contract settlement. The Commissioners may use the procedure in Schedule 12 to the Tribunals, Courts and Enforcement Act 2007 (taking control of goods) to recover that sum. This section extends to England and Wales only”

1. SCOPE OF THE SERVICES
	1. The Services to be provided under the Auctioneer Services Framework are set out below.
2. SERVICE REQUIREMENTS
	1. General requirements are applicable to Lots 1 to 5 unless otherwise specified.
3. The Supplier will be required to provide a range of skills and auction services including removal, storage, appraisal and sale of goods.
4. The Authority has identified that there is likely to be a wide variance in the value of the items involved. The Authority’s expectation is that some individual items will be valued in thousands of pounds while many items will be of a lesser value.
5. The demands on the Supplier will vary and will be dependent on the different types and values of the items that are seized.
6. The Authority gives no guarantees can be given to the number of individual items or total assignments that will require any of the services that will be available under this Framework Agreement.

1. The Supplier must be able to provide upon request a more specialist service in respect of;
2. High value Motor Vehicles;
3. Specialised machinery and Equipment;
4. Computers and Accessories;
5. Electrical Goods and
6. Goods that need a special licence or permit,
7. As detailed as part of their tender response, the Authority reserves the right to award specialist services to a Supplier who has demonstrated expertise in these specialist services regardless of regional coverage.
8. Whilst the sub-section above details examples of ‘specialist’ type services where the Authority may decide to award work to a Supplier, the list should not be seen as exhaustive.
9. SERVICE STANDARDS
	1. The Supplier shall undertake the Framework Services promptly, accurately and in good faith.
	2. The Supplier shall ensure that all Framework Services are performed to a high professional standard and that appropriate management controls and mechanisms are in place and tested in order to ensure a consistent quality of service.
	3. The Supplier’s Personnel are considered to be representing the Authority whilst carrying out their duties relating to an assignment and as such must conduct themselves to the highest professional standard at all times.
	4. The Supplier will co-operate fully with the investigation of any complaint raised by the Authority using this Contract. The Supplier shall respond promptly to requests for advice or assistance by the Authority, regarding any aspect of the Services provided.
	5. The Supplier shall work and co-operate with the Authority to develop and implement mechanisms for increasing the efficiency, value for money and quality of the Services provided. The Service requirements of the Supplier will in most cases be subject to continuous review. As a result, the Authority may request minor or major changes in the level of Services required, and/or in the way the Services are to be provided. The Supplier shall therefore have a flexible approach to the provision of the Services.

## 7 FORM OF CONTRACT

1. This Framework Agreement defines the relationship between the participating parties, which allows 'Call Offs' for the actual services required to be made more readily by the Authority’s nominated personnel.
2. The Framework Agreement pre-determines the Terms & Conditions for any Service or Purchase Orders issued as instructions to proceed with an assignment.
3. The establishment of the Framework Agreement entitles, but does not oblige, the Authority to 'Call Off' any services from the Framework Agreement.

## 8 VOLUME OF WORK

1. Throughout the period of the Framework Agreement the Supplier(s) shall accept that the demand for Auction Services will coincide with HMRC Debt Management activities and available funding.
2. The Authority therefore shall be entitled, but not obliged, at any time during the term of the Framework Agreement to order services for an assignment from the Supplier(s) and cannot be held responsible if any expectations of volumes are exceeded or not realised.

## 9 INSURANCE

1. In addition to the Insurance requirements detailed at Framework Schedule 16, Suppliers must also have in place adequate insurance for the retail value of goods whilst in their possession prior to sale to cover accidental damage, theft or loss. Possession is determined by the Authority as being from the point the Supplier uplifts the goods up until the point when the Authority receives payment.

## 10 TRAVEL & SUBSISTENCE COSTS

1. The hourly rate included in Framework Schedule 3 (Charges and Invoicing) for Appraisal/ Appraisement Fees in respect of the Supplier’s Senior Personnel will include all travel & subsistence costs, it is therefore not expected that the Supplier would need to charge separately above that amount.
2. Any expenses incurred in excess of the hourly fee, which the Supplier expects to be reimbursed, must have the prior agreement of the Authority's Representative.

## 11 INVOICING

1. For assignments which will not result in a net payment to the Authority, the Authority will not pay for any services provided by the Supplier, unless the Supplier has previously advised the Authority, in the form of a written quotation, the extent of costs likely to be incurred, the Authority has agreed in writing, such as issuing a Service or Purchase Order, to pay such costs, and the Supplier has invoiced the Authority.
2. As a minimum invoices will be required to show
3. The Authority’s unique Purchase Order / Sales Order / Service Order number as applicable; and
4. An itemised breakdown of the services provided.
5. Suppliers must ensure that the Authority will only be charged for time actually spent on an assignment at the correct rates and that any appropriate discounts will be applied.
6. Invoices, on conclusion of the assignment, should be addressed to the Authority’s representative as per instructions received on the individual Purchase Order/Service Order for each assignment.
7. Invoices should be sent to the Authority via the electronic system (ARIBA) no later than 7 calendar days following completion of an assignment.

## 12 SALES REMITTANCE

1. For services rendered in respect of a sale of items, the Supplier will only retain disbursements allowable in accordance with Regulations 8, 9 & 10 of The Taking Control of Goods (Fees) Regulations 2014. In the event of a co-ownership, a share of the proceeds of those goods proportionate to this interest must be provided to any co-owner. Any balance to be sent to the Authority with their sales statement.

1. The Sales Remittance Note must as a minimum provide a
2. a description of the item sold;
3. the date and venue where the item was sold;
4. the sale price for the item; and
5. details of any costs associated with the sale, such as appraisal, removal and commission;
6. have VAT deducted on the fees and charges if he is a “taxable person”;
7. have VAT deducted on the sale proceeds if the defaulter is a “taxable person”. This is to be processed through the Supplier’s normal accounting process and not included in any return to the Authority;
8. have the cost of any electrical safety check(s) deducted.
9. The Supplier must make payments due and submit invoices electronically to the Authority following the sale of an item within 10 days of the sale.
10. The Supplier should agree with the Authority the reference number to be included with the payment such as assignment or Purchase Order number.

## 13 SUPPLIER REQUIREMENTS

1. The Supplier and any sub-Contractor will be required to retain the full range of auction skills and experience relevant to removal, storage and sale of a wide variety of goods including Certification in accordance to statutory law for Enforcement, England and Wales (The Certification of Enforcement Agents Regulations 2014); Taking Control of Goods Commercial Rent Arrears Recovery.
2. The Supplier will be required to retain or be able to access as a minimum the vehicles, facilities and premises as detailed in their tender response to conduct removals, store goods and conduct public auctions. If these services are to be met by sub-contracting the work or by hiring/leasing premises and vehicles, they will need to advise/seek agreement from the Authority of these arrangements.
3. The Supplier must have the ability to conduct a sale on the Debtor’s premises (a “sale on site”) upon request where appropriate and after assessment of Health and Safety and associated risks.
4. The Supplier will comply with the Code of Conduct of any professional body of which they are a member, such as the National Association of Valuers and Auctioneers (NAVA).
5. The Supplier’s personnel and their agents will be expected to comply with the duty of confidentiality imposed by Section 18 of the Commissioners for Revenue and Customs Act 2005.
6. The Supplier will be expected to carry out additional duties as required such as conducting immediate removals or acting as ‘possession man’.
7. The Supplier will be expected to sign a declaration that neither they nor any personnel employed directly by them have criminal records.
8. The Supplier shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.
9. Subcontractors engaged by the Supplier will be expected to comply with the requirements set out in section 13.1 through to 13.8.

## 14 ASSIGNMENTS

1. At a date following the debtor’s failure to comply with the terms of a Controlled Goods Agreement, the Authority will, at its discretion, refer the assignment to the Supplier.
2. Where the Supplier fully expects that sale of the goods will cover all costs to that date and the additional costs that will be incurred plus some of the Authority’s debt, the Supplier should contact the Debtor in accordance with the process provided by the Authority to:-
3. Inform them of the consequences of non-payment as detailed in Appendix B
4. Carry out a full check and formal appraisal of the items which were seized. This should be completed from the details on the inventory in the majority of cases. Appraisal may be carried out after removal dependent upon the circumstances;
5. Undertake a full risk assessment to ensure that the items seized conform to relevant safety standards where appropriate and can be safely removed;
6. Liaise with the Authority by telephone to ensure the debt is still unpaid and the details of the assignment have not changed;
7. Conduct removal and sale, unless it is more appropriate for the goods to be sold “on site”.

## 15 DEBTOR PAYMENTS

1. If the Authority becomes aware of a payment onto the Debtor’s record then the Authority will notify the Supplier of the revised debt and provide any necessary instructions on how to proceed. If the Debtor contacts the Supplier direct to advise they have paid all or some of the debt then the Supplier must ask the Debtor for evidence of payment and once produced, they should make contact with the Authority immediately to discuss the position.
2. If the Debtor pays the debt plus all costs, fees and interest after the Supplier has accepted the assignment but prior to the sale, then the Authority will release the goods.
3. Where the Debtor contacts the Supplier to make payment of the debt to avoid removal and sale they should be referred to the Authority to make payment direct.
4. Where the Supplier has made arrangements via a third party to remove goods and this is no longer required as the Debtor has discharged their liability, any costs and charges incurred in making those arrangements are considered as included in the reasonable costs of removal and may be charged by the Supplier to the Authority. The Supplier must provide the Authority with the invoice from the third party to support the cancellation fee.

## 16 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) COMPLIANCE

1. Where the Supplier intends to accept payments, **restricted to at sale only**, by debit/credit card the Supplier must have either:
2. Been certified by a Qualified Security Assessor [and Approved Scanning Vendor (as applicable)] as being compliant with the PCI DSS version 1.1; or
3. completed an internal self-assessment and will adhere at all times to the terms of the PCI DSS and will notify the Authority promptly in writing of any changes in the Supplier’s certification.
4. The Supplier must validate compliance in the manner deemed appropriate by the card scheme industry on an annual basis and provide the Authority with written evidence of compliance annually.
5. The Supplier will be responsible for any costs incurred to attain and maintain compliance with PCI DSS.
6. The Supplier must meet all PCI DSS requirements, on a continuing basis, including but not limited to any subsequent versions of the PCI DSS.
7. The Supplier must be responsible for the security of all Cardholder Data in their possession and must protect by the card scheme industry on an annual basis and provide Her Majesty’s Revenue and Customs hosted environment and data.
8. The Supplier must notify the Authority and the card scheme industry immediately if it knows or suspects that there has been, or will be, a breach of the security of Cardholder Data or of the PCI DSS.
9. The Supplier must indemnify the Authority, its subsidiaries, affiliates, officers, employees and agents from and against all actions, demands, costs, losses, penalties, damages, liability, claims and expenses (including but not limited to reasonable legal fees) whatsoever incurred by it or them arising from the Supplier’s non-compliance with, or breach of, the PCI DSS or breach of Cardholder Data security.
10. The Supplier must cease taking payments, by debit/credit card, on behalf of the Authority in the event that the Supplier becomes non- compliant with, or suffers a breach of, the PCI DSS or breach of Cardholder Data security.

## 17 RETURNING THE DEBTOR’S GOODS

1. Where the goods have been removed from the Debtor’s premises before payment is made and the action was legally sound, it is the Debtor’s responsibility to recover and transport the goods back to their premises.

## 18 PROFESSIONAL AND TECHNICAL ADVICE

1. The Supplier will provide a professional consultancy and advisory service to the Authority as necessary to enable the Authority and their representatives to better understand the value of goods seized through action.
2. Where it is identified that it would be in the best interest of the Authority to sell an item through a specialised auction, advice may be required on what the Supplier considers to be the most appropriate auction format to be used to provide the maximum return whilst trying to ensure that the sale of the item is ensured.
3. The Supplier must provide the most cost effective:-
4. Storage for the item (s);
5. Method of transportation for the item (s) to the Auction House or place of sale; and
6. Type of packing for the selected storage and transport types.
7. The Supplier must demonstrate that the service and advice given is in the best interest of the Authority and that any potential conflicts of interest, such as a commission being earned through the sale of an item, is avoided.

## 19 IMMEDIATE REMOVAL

1. The Authority will give advance notice to the Supplier wherever possible but in cases where immediate removal is necessary the Supplier must have the ability to carry this out without notice, providing sufficient transport and personnel:-
2. Whenever required (Taking Control of Goods actions must commence between 06:00am and 9:00pm, or where trading is wholly or partly outside those hours, so removal may be any time after commencement);
3. At the Debtor’s premises or wherever the goods are held;
4. Within any part of the Supplier’s designated area or region.
5. The Supplier must have the ability to conduct immediate removal simultaneously where goods are held at a number of premises owned or used by the Debtor. This exceptional situation will be managed in close liaison with the Authority.

## 20 AUCTION PLANNING

1. The Supplier must ensure that,
2. items will be included into auctions in which there will be maximum interest;
3. catalogues and auctions are marketed to generate the required levels of interest so as to ensure the best level of return is obtained for the Authority.
4. The Authority requires that all goods shall be sold at public auction, unless the Authority gives express instructions that an alternative method of sale is permissible for a specific assignment.
5. Suppliers must be able to provide the most appropriate type of auction platform for the various types of items provided by the Authority. Auction platforms are likely to include, but not be exclusive to, “saleroom” auctions and cannot be solely by internet. Internet bidding may be accepted but to run alongside a public “face to face” sale.
6. Suppliers must retain market awareness and be able to advise the Authority on the most appropriate times and types of auctions that should be used for the sale of items so as to ensure the maximum return.
7. Suppliers must have access to specialist auction sales where this is deemed to be the most appropriate method of sale for specialist items.
8. Where specialist auction sales are used, the Supplier will be required to manage the process on behalf of the Authority so as to ensure that any commission or costs incurred in the sale can be deemed to be cost effective.
9. The Supplier must ensure that potential bidders are allowed access to view and collect the goods and that all Health & Safety and Insurance requirements are adhered to.
10. The Supplier will be required to make use of all options, including the Internet and specialist publications to advertise and illustrate the goods to best advantage to maximise the sale value. This is particularly relevant where realisations are improved by viewing articles in an assembled condition.
11. The Supplier must arrange sale “on site” where it is sensible to do so and more advantageous to the Authority.

## 21 SALEROOM SERVICES

1. The Supplier is required to provide a variety of saleroom services to prospective buyers including, but not exclusive to, proxy bidding, telephone bidding and commission services.
2. Telephone bidding and commission bids must be readily available as part of the auction process, to a wide customer base and be user-friendly.
3. The role and performance of the Supplier is seen by the Authority as being a key enabler in ensuring the sale of the items for the highest possible return. The Suppliers must have previous experience in holding auctions for the types of items seized as part of the Authority’s action.
4. Suppliers must demonstrate a track record for obtaining sale prices in line with current market values although no reserve should be set.

## 22 DOCUMENTATION AND SECURITY

1. The Authority will arrange for the following documents to be delivered to the Supplier electronically:-
2. The notice and inventory (C204 TCoG). The Supplier must have a signed copy in their possession, these documents will be delivered by the Authority electronically to the Supplier before they attend the Debtor’s premises for appraisal and removal;
3. A calculation showing the daily rate of interest accruing on the unpaid balance; and
4. Details of any co-owners.
5. The Supplier must use a fully tracked delivery for all movements of HMRC documentation between sub-Contractors.
6. The Authority will not pay a claim to charges or expenses for subsistence or travel to and from the Supplier’s place of business.
7. Where the Supplier is a “taxable person” for VAT purposes they should provide the Authority with their VAT Registration Number and advise of any subsequent change in status.

## 23 GOVERNANCE AND ASSURANCE

1. The Supplier will be required to provide a status report in respect of the sale of items starting with the collection by them or delivery to their sale room up until the point where a payment has cleared.
2. For audit purposes, such records must be maintained and made available for a period of six years following the sale of an item.

## 24 PROGRESS REPORTS

1. The Authority will not contact the Supplier while the assignment is in their hands unless there has been a change in circumstances. It will be the Suppliers responsibility to telephone or contact the Authority to check the payment status at key points in the process prior to carrying out an intervention ie calling at premises, removal and sale of goods.
2. The sale should be completed promptly and within 4 weeks of being handed the assignment. Exceptionally, if the Supplier has not completed the sale within 4 weeks of being handed the assignment, they should provide a report to the Authority giving the reason for the delay. For the avoidance of doubt, 4 weeks is considered by the Authority to be the maximum timescale and the Authority will expect the Supplier to have concluded proceedings in a shorter time period in the vast majority of cases.
3. The Supplier will return assignments electronically to the Authority within 10 days of the sale.
4. The Supplier must ensure that they sell no more than is sufficient to cover the full debt plus all costs.
5. The Supplier should account for any VAT charged to the buyer at time of sale. This should be charged to the buyer and accounted for by them through their normal VAT accounting process.
6. At any point during the progression of an assignment, the Supplier is of the opinion that the case is no longer viable to continue, they should advise the Authority in writing, including a full explanation with potential costs, and the Authority will advise the Supplier, in writing, as to how to proceed.
7. At all points of contact during the case the Supplier will be required to use an unidentifiable case reference which will be provided by the Authority at the start of each case.

## 25 REMOVAL, TRANSPORT AND DISPLAY SERVICES

1. The Supplier will arrange the removal and transportation of items from the Debtor’s premises where appropriate.
2. If the Debtor or a responsible person is not present at the time of intended removal the Supplier will leave a letter (supplied by the Authority) for the Debtor demanding payment and advising that a further visit will be arranged to remove the goods. Removals should be pre-arranged with the Debtor wherever possible.
3. If, following a return visit, the Debtor or a responsible person is still not present then the Supplier will not make repeat visits after that without the Authority’s express permission.
4. The Supplier will store items on the Authority’s behalf prior to sale in an appropriate and secure storage facility.
5. The Supplier will issue a Notice that goods have been removed for storage or sale in accordance with Regulation 32 of the ‘The Taking Control of Goods Regulations 2013’.
6. Items will be regarded as “held in trust” by the Supplier and all receipt paperwork must acknowledge that ownership of the item remains with the Debtor until the time that receipts from the sale have been received and cleared.
7. The Supplier must have security systems in place to assure the safety of items in their possession.
8. As set out Framework Schedule 16, Suppliers must also have in place adequate insurance for the retail value of goods whilst in their possession prior to sale to cover accidental damage, theft or loss. Possession is determined by the Authority as being from the point the Supplier uplifts the goods up until the point when the Authority receives payment.

## 26 ADMINISTRATION

1. The Supplier will be required to provide all the administrative support required to fulfil the specification in the Framework Agreement, which will include but may not be limited to the following:-
2. Maintaining records for all items held by the Supplier on behalf of the Authority;
3. Arranging for collection, storage and sale of items as and when required within the Authority’s deadline and
4. Providing efficient and timely secretarial and administrative support.
5. The Authority will reimburse the Supplier for courier charges if the Authority deems these to be reasonable and has agreed the use of such services.

**27 PLACE OF PERFORMANCE FOR THE SERVICE**

1. The service will be performed away from the Authority’s premises. The Supplier, subject to approval, shall provide the services at such place or places as to be the most cost effective, taking into account the nature and circumstances of the assignment.
2. The Authority reserves the right to carry out a site visit at any premises proposed by the Supplier in the performance of the service.
3. The Supplier will ensure that any individual required to work on the Debtor’s premises shall, at all times comply with:-
4. All relevant legislation in respect of security;
5. All decisions, requirements, regulations, orders, instructions, directions or rules of the Authority relating to security including any modification, extension or replacement thereof then in force.

## 28 MONITORING OF SUPPLIER’S PERFORMANCE

1. The Supplier’s nominated Contract Manager shall, at no additional cost to the Authority, provide basic management information reports to the Authority from the commencement of the contract.
2. The Supplier will supply all invoicing and reporting schedules as set out in Appendix B – Pricing Schedule.
3. The Authority will, at their discretion, monitor and review the Supplier’s performance including:-
4. Periodically attending auctions;
5. Checking invoices submitted to ensure accuracy of the fees and charges claimed;
6. Ensuring the Supplier has adequate insurance in place to cover seized goods during transit and storage;
7. Meetings with the Supplier for audit and control purposes.

## 29 THIRD PARTY INTERVENTIONS

1. The Supplier may need to react to a number of events that may occur following action being taken. The most common are detailed below but other incidents may arise:-
2. Complaints against the Field Force Agent, Supplier or allegations that the TCoG is unlawful, irregular or illegal should be referred to the Authority immediately;
3. A Debtor may complain that the Authority has seized their necessary “tools of trade”;
4. Third Party Claims may arise including Retention (or reservation) of Title (ROT), Bills of Sale, Hire Purchase (HP), Conditional Sale, Lease Agreements and Debentures (fixed and floating charges);
5. Another creditor such as a landlord or execution creditor may claim a prior action, or lien over the goods or an execution creditor through the court may claim priority;
6. The Debtor or his agent may take an injunction out to prevent the sale proceeding;
7. Insolvency (through Company Administration, compulsory or voluntary liquidation, bankruptcy, CVA, IVA or PVA may occur.
8. In all the above cases, the Supplier should:-
9. Suspend, but not abandon, the TCoG;
10. Contact the Authority immediately and advise them of the circumstances;
11. Not admit to liability as a matter of routine (unless the circumstances suggest that is the appropriate response) or give the impression that costs will be waived;
12. Retain the assignment papers unless the Authority requests that they should be returned;
13. Be prepared to make a statement if a complaint alleges improper/unprofessional behaviour by the Supplier;
14. Liaise with the Authority (even when the matter can be resolved by the Supplier, in view of the Authority/Agent relationship the Authority should be made aware of any difficulties;
15. Ask for documentary evidence of a third party claim but this should not delay making contact with the Authority.

## 30 SCALE OF COSTS, FEES AND CHARGES

1. The scale of costs, fees and charges can be found in the Framework Schedule 3 (Charges and Invoicing) – Annex 1

## 31 TAKING CONTROL OF GOODS (TCoG) FEES

1. The fees charged are in accordance with the Taking Control of Goods (TCoG) fees regulations 2014.

## 32 PRIMARY ACTIONS FEE

1. A primary actions fee is payable to the Supplier in return for carrying out the preliminary work on a case. The basic duties which make up the preliminary work are;
2. Receiving papers and signing for same as necessary;
3. Carrying out a brief risk assessment (i.e. to ensure that the item is not something which cannot be removed);
4. Set up a record;
5. Within 24 hours of receiving the assignment making contact with the Debtor by telephone and issuing a letter warning of visit and removal after 7 days if full payment not made direct to the Authority.
6. Assessing the appropriate course of action for the case;
7. Cost of returning the papers to the Authority on conclusion of the case.
8. It is the Authority’s expectation that a percentage of cases will be resolved following initial contact from the Supplier and this will be used as a measure of their effectiveness.

## 33 SENIOR PERSONNEL (APPRAISAL/APPRAISEMENT FEE)

1. Where a visit to the debtors address to formally appraise is unavoidable the Suppliers Senior Personnel costs will be recovered as an hourly rate and not as a percentage of the debt.
2. A paper appraisal should be carried out from the inventory in the majority of cases to establish the value, size and fragility of the items, which will dictate the removals methodology in terms of personnel and types of vehicle required.
3. The hourly rate should include any administration costs associated with the appraisal such as telephone contact costs with the Authority, Debtor or removal firms.
4. For each assignment the Authority’s expectation is that the appraisal costs will be the equivalent of one hours work for the Suppliers Senior Personnel as detailed in Schedule B, Pricing Schedules.
5. Where the Supplier believes that a more detailed (formal) appraisal or valuation is required which will take more than one hour then this must be agreed with the Authority prior to any additional costs being incurred.
6. Where the Authority agrees that a more detailed appraisal should be made then Timesheets must be kept and the time recorded rounded to the nearest 15 minutes.
7. For the majority of assignments the Suppliers appraisal costs will be paid by the Authority at a rate equivalent of one hours work for the Suppliers Senior Personnel, unless the Authority has previously agreed in writing to pay the Supplier for a more detailed appraisal.

**34 REMOVAL AND STORAGE CHARGES**

1. The Removal charges are an hourly rate and are for the cost of the Supplier’s personnel to remove goods from the Debtor’s premises to the Supplier’s premises. If the Supplier needs to attend the Debtor’s premises they will be paid for their time alone with no additional amounts based upon the size of debt or their mileage. As there will have been dialogue with the Debtor in the majority of cases, a time and date will have been arranged to pick the goods up. The Debtor should always be given the chance to deliver the goods themselves to save costs to the Authority. Any third party should be paid direct by the Supplier and a copy of the invoice submitted with the paperwork on conclusion of the assignment. There is an expectation that on occasions the Supplier will need to hire the appropriate vehicle, dependent upon the circumstances. All vehicles used by the Supplier must be roadworthy, suitably tested and insured and operated in an environmentally friendly manner.
2. The Authority’s expectation is that it should be possible to advertise and sell within 14 days of removal in the majority of cases. If goods need to be stored at the Supplier’s premises then this should be up to a maximum of 14 days and at the agreed daily rate detailed as part of the Suppliers tender submission. Charges will be based upon occupied space and not the value of the goods stored

## 35 SALE COSTS

* 1. ‘If the sale is undertaken at the Supplier’s premises then no more than 15% of the sum realised shall be applied plus other disbursements that legislation allows.
	2. If the sale is undertaken at the Debtor’s premises then no more than 7.5% of the sum realised shall be applied plus other disbursements that legislation allows.

## 36 CONCLUSION OF ASSIGNMENT

1. On conclusion of each assignment the Supplier will, on a case by case basis, send their sales statement and any appropriate invoice.
2. On conclusion of the assignment the case papers should be returned to the Authority.

## 37 DEBTOR COMPLAINTS

1. The Authority defines a complaint as a written or verbal expression of dissatisfaction that is not resolved at initial contact.
2. The Supplier must interpret ‘Resolved at initial contact' as meaning that, the matter can be sorted out quickly and informally with the Debtor, usually at the point of contact. Expressions of dissatisfaction which should be recorded as complaints will include those where:
3. the Debtor says they are making a complaint;
4. and there may be no mention of the word complaint but it is clear that the customer is unhappy with the way their affairs have been handled.
5. The Authority’s complaints guidance is provided in Schedule XX and defines the procedures for dealing with a complaint. The Supplier must ensure that 100% of complaints are dealt with and documented in accordance with the procedure.