Framework Schedule 1 (Specification)

Part F

1 Lot 5 Enforcement Services - Requirements

- **Section 1**

1.1 **Key Deliverables**

a) The Supplier must treat Customers fairly and seek opportunities to resolve their Debt without resorting to physical enforcement.

b) If requested by the Buyer, The Supplier must work effectively and efficiently with any Other Service Provider (OSP) that the Buyer utilises, as specified by the Buyer, in the provision of the Buyer's broader service delivery requirements.

c) The Supplier must develop and maintain any required interfaces with an OSP at their own expense, as proscribed by the Buyer.

d) The Supplier must have the capability to effectively deliver the full range of Enforcement Services either directly or through Subcontractors.

e) The Supplier must be able to manage fluctuations in volume of work and have and continuously retain the capacity to deliver both national and local Enforcement Services to the Buyer's requirements.

f) Case Management System - The Supplier and any Subcontractor shall utilise Case Management systems to create an accurate, secure and reconcilable audit trail of all records and activity relating to any Customer case received from the Buyer

g) Client Services – The Supplier shall provide nominated contacts to Buyers that will be responsible for providing advice, information, and resolution of any queries, issues or risks that arise and impact the contract. The Supplier shall also provide named operational contacts for day-to-day contract operations activities.

h) Payments - The Supplier and DCA Subcontractor shall provide a range of secure payment methods and channels to Customers

i) Payment Arrangements – The Supplier must collect Debt on behalf of the Buyer, seek to collect payments in full, or establish payment arrangements in line with the Buyer's instructions. The Supplier shall also ensure secure, accurate and timely Pay-over of Debt collected to the Buyer

j) Invoice and Charging – The Supplier shall ensure timely accurate invoices, and prompt payment of any Subcontractor(s)

k) MI and Reporting - The Supplier and any applicable Subcontractor shall provide the Buyer with access to platforms and MI to enable the Buyer to view real-time case statuses and trend analysis

l) Security – The Supplier and any applicable Subcontractor shall deliver all services securely in line with GDPR and the requirements of the Contract, and accurately and effectively record, report and resolve any issues in line with the Contract

m) Unless stipulated within the Buyer's call-off order form, the Supplier must maintain sufficient fleet capacity and capability to undertake automatic number plate recognition activity (ANPR) required to effectively deliver the service.

n) The Supplier must utilise GPS tracking capability in the management and audit of Enforcement Services

o) When the Buyer selects International Enforcement Services, the Supplier must provide sufficient international coverage and appropriate legal access to registered vehicle keeper details to meet the Buyer's requirements.

1.2 **Buyer Requirements**

1.3 The following is intended to cover a range of national and local enforcement services requirements, the requirements underpin the key deliverables . The Buyer will select a specific service based on the unique reference number (URN) attached to the service. The Buyer will then agree their specific detailed operational requirements as part of the implementation plan bespoke to their call-off agreement requirements.

1.4 Unless specified otherwise, with the exception of International Enforcement and Warrants of Arrest services, all other services will not attract a charge payable by the Buyer.

1.5 All of the following requirements within Section 1 (Enforcement Services Requirements) and Section 2 (General Operating Requirements) of this Part F will be required regardless of the Service being delivered, unless specified by the Buyer within the call-off agreement.

1.6 Section 3 of this part F describes the selected enforcement services. The Buyer may select one or more of those Services that can be summarised as;

- Enforcement action (URN5.0) including;
    - Visits
    - Immobilising Vehicles and Taking Control of Goods
    - Sale of Goods
    - Information Sharing and Targeted Enforcement
- Warrants of Arrest (Bail and no Bail and Committal) (URNs 5.0a,b and c)
- Optional Service - International Enforcement / Foreign Registered Vehicles (URN 5.0 d)

1.7 The Supplier will be required to create an operations manual that describes the detailed Supplier Staff, processes, systems, interfaces, vehicles and broader infrastructure being used to deliver the requirements. The timeline and acceptance criteria for the creation and agreement of the operations manual will be agreed with the Buyer as part of the implementation plan.

1.8 The services include the collection of monies owed to the Buyer through the application of enforcement activity. The Supplier is required to abide by the Ministry of Justice Taking Control of Goods: National Standards (April 2014). If this Agreement contradicts the Ministry of Justice Taking Control of Goods: National Standards (April 2014) then the Supplier shall raise this with the Buyer before acting.

1.9 The Supplier will take appropriate enforcement action based on the relevant legal order obtained. This will typically include the execution of a Warrant. The Buyer will at all times be the owner of any Warrant.

1.10 The Buyer reserves the right to adjust the volume and value of placements as they deem appropriate.

1.11 Suppliers may be required to work with other service providers (OSP) that deliver related services that are not contracted under this agreement. This may include direct interfaces and messaging via IT platforms, interfaces and software packages including but not exclusive to those required for the creation and management of the Buyer's penalty charge notice (PCN) processing requirements. Suppliers will be expected to develop and maintain any required interfaces at their own expense. Any such requirements will be specified within the Buyer's Call-Off Contract.

1.12 The Supplier shall deliver and evidence to The Buyer, continuous improvement in the performance and delivery of the Services, and the Supplier will report to the Buyer at least annually on the improvements made and the impact on time, quality, resources and costs.

1.13 Suppliers must be able to continually demonstrate the required national and regional capacity and capability to deliver the Buyer's requirements.

1.14 The Supplier shall maintain adequate facilities, resources and Suppliers Staff to continually effectively perform Enforcement Action in the UK and Internationally as required, receive Payments and respond to Customer enquiries. This shall include, but not be limited to:

- continuous access to appropriate vehicle and Registered Keeper information;
- provision of a Case Management system;
- provision of a customer website; and
- provision of a customer contact centre
- provision of API and other interfaces that enable secure 2-way transfer of data and information

1.15 Unless stipulated within the Buyer's Call-Off Contract, the Supplier must maintain sufficient fleet capacity and capability to undertake automatic number plate recognition activity (ANPR) required to effectively deliver the Service.

1.16 The Supplier will provide all accommodation, equipment and staffing associated with the service and takes all liability relating thereto.

1.17 The Supplier must be able to receive and provide any information relating to any cases referred via an API and / or other format as defined by the Buyer within their Call-Off Contract.

1.18 The Supplier shall refer The Customer to the relevant Law where appropriate.

1.19 The Supplier shall ensure that it has access to legal advice (at its own cost) in respect of the Law

1.20 The Supplier must be able to operate the Contract in a sufficiently flexible manner to allow adjustment to the volumes of work transferred throughout the year taking account of operational/financial impacts and constraints

- **Standards**

1.21 CCS and The Buyer or an agent appointed on either party's behalf may request access to any relevant information or materials or Supplier, Subcontractor or EA staff, relating to the assurance of the Suppliers compliance with the Standards or the Service at reasonable notice, and the Supplier shall not withhold this unless there is a conflict in Law.

1.22 The Supplier shall apply enforcement fees in line with the appropriate legislation and guidelines as specified within the framework agreement and the Buyer's Call-Off Contract.

1.23 The Supplier will be expected to adhere to the code of conduct of the Office of Fair Trading and Credit Services Association.

1.24 The Supplier must treat customers fairly and will be expected to demonstrate the consistent and appropriate use of data and analytics to identify and manage vulnerable customers and customers experiencing financial difficulties.

1.25 The Supplier shall fully comply with any legal requirements relating to Debt respite and the statutory repayment plan.

1.26 The Supplier shall utilise the Standard Financial Statement when reviewing income and expenditure with Customers

1.27 The Supplier should maximise the volume and value of Debt collected via compliance stage / non-physical means of enforcement, including where appropriate the use of technology and demonstrate the activity undertaken to do so at the request of CCS or the Buyer. The Supplier must deliver and evidence continuous improvement in its methods of engagement, contact rates with Customers and volume of Debts resolved at the Compliance stage and report this annually to CCS and the Buyer.

1.28 The Supplier shall provide regular training for all relevant Supplier Staff in line with industry best practice (and ensure the same applies to relevant subcontractors) and comply with all applicable legislation relating to safeguarding and protecting vulnerable groups, including the Safeguarding Vulnerable Groups Act 2006, the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 and the Protection of Vulnerable Groups (Scotland) Act 2007 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

1.29 The Supplier personnel (and any relevant EA Subcontractor personnel) shall have a detailed knowledge of civil enforcement and receive regular training in line with industry best practice to ensure that they always operate within the law and in accordance with the procedures prescribed by the Buyer.

1.30 Any written communications produced by the Supplier must be written in plain English and the original templates must be approved by the Buyer prior to use.

1.31 The Suppliers Enforcement personnel must all be certificated Enforcement Agents and only appropriately certificated Enforcement Agents shall execute Arrest Warrants.

1.32 The Supplier must provide the Services in accordance with the following industry standards:

- Taking Control Of Goods: National Standards (April 2014) - GOV.UK, which set out the standards for use by all enforcement agents, public and private, the enforcement agencies who employ them and the major creditors who use their services;
- Taking Control of Goods (Fees) Regulations 2014 (as amended), which introduced a new fee regime for High Court Enforcement (replacing the multiple fee structures that were previously in place in disparate pieces of legislation and common law);
- Certification of Enforcement Agents Regulations 2014, which focus on the requirements an individual must meet before they are granted a certificate to work as an enforcement agent

Managed Enforcement Services

1.33 Where the Supplier is managing subcontractors to deliver the required services, The Supplier will;

- Employ and retain appropriately qualified Supplier Staff with sufficient industry expertise to effectively manage the supply chain
- be responsible for ensuring all requirements and standards are effectively flowed down throughout its supply chain in accordance with the Framework Agreement and the relevant Call-Off Contract.
- be responsible for audit and assurance activity that evidences delivery against the requirements, and that the required relevant standards, certifications and accreditations are in place prior to Services commencement, and maintained throughout the life of any Call-Off Contracts.
- ensure value for money by utilising the most effective Subcontractors to provide the Enforcement Services and to collect Buyer's specific Debt Types.
- bear all costs associated with providing a managed service and not be entitled to any fees for those services unless agreed with the Buyer.

- **Performance Management**

1.34 The Buyer will provide details of their performance monitoring and management requirements as part of the Call-Off Contract with the Supplier. The Buyer specific service levels, key performance indicators and service credits will be detailed with Call-Off Schedule 14 (Service Levels)

- **MI and Reporting**

1.35 The Supplier must be able to produce the required MI and reports in the required format and at the required frequency, as per the Buyer's Call-Off Contract.

- **Section 2 General Operating Requirements**

- **Contact Hours**

1.36 The Supplier shall enable contact between the Buyer and the Supplier between the hours of 08:00 and 19:30 Monday to Friday, excluding bank / public holidays (in the appropriate country), and 09:00 to 16:30 on Saturday. If the Buyer requires cover at any other time, this will be arranged in discussion with the Supplier.

- **Escalations and Business Rules**

1.37 The Supplier will comply with any business rules, including escalation of activity, as specified within the Buyer's Call-Off Contract or Operations Manual

1.38 The Supplier shall if required, consult with the Buyer to agree any escalation required

1.39 The Supplier shall comply with Business Rules as specified by the Buyer that provide instruction to the Supplier when dealing with disputes/queries relating to the Service.

1.40 If a scenario is not covered by the Business Rules, or the Supplier is unsure of how to proceed with Enforcement Action it shall cease Enforcement Action, escalate in writing to the Buyer and shall act in accordance with any input, guidance, or other response as the Buyer may provide in consequence of the escalation.

1.41 Any evidence required to support an escalation shall be added to the Case Management system by the Supplier and be accessible by the Buyer.

1.42 The Buyer will update and create new Business Rules as appropriate and agree these with the Supplier on an ad hoc basis.

1.43 The Business Rules will be version controlled to ensure the Supplier is using the latest version.

1.44 Written escalations shall be sent to the Buyer via agreed method as defined by the Buyer within their Call-Off Contract.

- **Out of Time Witness Statements**

1.45 The Supplier shall ensure that where it has received notification from The Buyer, any OSP, or the Traffic Enforcement Centre (TEC) or other relevant body, as agreed with the Buyer within their Call-Off Contract, that a Customer has filed an Out of Time Witness Statement regarding a Warrant, that the Supplier shall ensure that the Warrant is placed On Hold immediately.

1.46 The Supplier shall ensure that where it has received notification from The Buyer, any OSP or the Court that an Out of Time Witness Statement regarding a Warrant has been accepted by the Court:

- all Enforcement Action in respect of such Warrant ceases immediately;
- escalate immediately to the Buyer if any Controlled Goods exist that are not Sold in relation to the Warrant, for an immediate decision as to the Buyer's required next course of action.

1.47 Where an Out of Time Witness Statement is accepted by the Court:

- The Supplier shall ensure that all Enforcement Fees including the Compliance Fee shall be cancelled and shall not be recoverable from any OSP, The Buyer, or the Customer.
- If a Customer has previously made a payment, the Supplier shall issue a refund of the full amount previously collected to the Customer including any payments already remitted to The Buyer. This can be claimed back in accordance with clause 1.110 below.
- where required by the Buyer, the Supplier shall refund the customer the proceeds of any Sale of Goods in relation to the Warrant; and return the Warrant to any OSP and The Buyer within twenty-four (24) hours.

1.48 Where the Supplier has received notification from The Buyer, any OSP or a Court that an Out of Time Witness Statement relating to a PCN for which a Warrant is outstanding, has been rejected, the Supplier shall:

- issue a letter to the Customer notifying them that Enforcement Action will resume in seven (7) days from the date of the letter.
- resume Enforcement Action in respect of such Warrant after such seven (7) day period has expired.

1.49 The Supplier shall not Sell any Controlled Goods in respect of a Warrant that is On Hold unless notified to do so by The Buyer or any OSP.

1.50 The Supplier shall provide details of any Enforcement Action taken on a Warrant that has been placed On Hold at the request of The Buyer or any OSP.

- **Placing a Warrant on Hold**

1.51 The Supplier shall immediately cease all Enforcement action in respect of a Warrant at the request of The Buyer or any OSP or otherwise in accordance with Business Rules

1.52 The Supplier shall await The Buyer or any OSP's instructions in respect of all Warrants On Hold.

1.53 The Supplier shall actively review Warrants on hold to ensure that they are not left On Hold incorrectly.

Complaints and Compliments

1.54 Where applicable to the Services, the Supplier shall adhere to FCA DISP https://www.handbook.fca.org.uk/handbook/DISP/ rules on complaint handling and any other associated Regulatory standards.

1.55 The Supplier must comply with any specific requirements for customer complaints handling specified by the Customer in their Call-Off Contract

1.56 The Supplier shall manage complaints in accordance in accordance with the Ministry of Justice Taking Control of Goods: National Standards (April 2014), and recognised industry best practice.

- **Contact Centre**

1.57 The Supplier shall ensure that the telephone contact centre where Customers may make an enquiry, complaint or Payment is operational and adequately staffed during Working Hours.

1.58 The Supplier shall provide a telephone answering service for the contact centre, which shall operate outside of Working Hours.

1.59 Where a return contact number is known or provided, the Supplier shall respond to messages left by Customers on the answering service on the first Working Day after they were left.

1.60 If the Supplier implements an automated call management or distribution system, the Supplier shall provide the option for Customers to immediately transfer to a contact centre operative.

- **Payments**

1.61 The Supplier shall offer, at a minimum, the following Payment methods to The Buyer's:

- cash;
- cheque;
- postal order
- credit and debit card
- bank transfer

1.●.1 The Supplier shall offer, at a minimum, Customers the opportunity to make Payments:

- by telephone;
- by post;
- in person during an Enforcement Visit;
- by direct bank transfer; and
- Online.

1.62 Where a Payment defaults, charged back, is not accepted or is otherwise invalid and the Customer is not present (for example, the Payment is made via post) the Supplier shall make a written request to the Customer for Payment in Full within seven (7) days before taking any further Enforcement Action.

1.63 In the event that a Payment exceeds the total amount for which the Customer is liable the Supplier shall notify the Customer in writing and issue a refund.

- **Payment Arrangements**

1.64 The Supplier may enter into lawful arrangements with the Customer in order to secure Payment in Full of any outstanding sums ("Payment Arrangement").

1.65 Payment Arrangements must be lawful and in accordance Buyer requirements and recognised industry best practise.

1.66 The Supplier must receive prior approval from The Buyer for all Payment Arrangements that may be offered to Customers. Once approved, Payment Arrangements may be offered to Customers without case by case approval from The Buyer.

1.67 The Supplier shall ensure that any Payment Arrangement with Customers for the Payment of a reduced amount against a Warrant is only agreed with the Customer with prior written approval from The Buyer.

1.68 The Supplier shall confirm all Payment Arrangement details in writing to the Customer, including:

- any terms or conditions;
- the period of the arrangement;
- Payment options and channels; and
- any consequences of failing to comply with the arrangement.

1.69 Unless agreed with the Buyer, where a Customer does not comply with a Payment Arrangement, the Supplier shall, seven (7) days after the date of non-compliance, issue a letter to the Customer informing them that Enforcement Action will commence seven (7) days from the date the letter was issued.

- **The Buyer liaison**

1.70 The Supplier shall provide a dedicated contact point for The Buyer and any OSP, including a dedicated contact number and email address, neither of which shall be specific to (or accessible only by) a single member of the Supplier's Staffl.

1.71 The Supplier shall ensure that the dedicated Buyer and OSP contact point is sufficiently staffed and experienced so as to be able to respond to a range of queries and issues, including:

- complaints;
- information and guidance about the Service;

- requests for information from the Supplier;
- Staff issues; and
- complex or sensitive issues.

1.72 The Supplier shall provide The Buyer in writing with a list of Supplier Staff who are authorised to liaise with The Buyer and any OSP on behalf of the Supplier within ten (10) Working Days of the Effective Date. The list shall include:

- full names;
- role and responsibility
- telephone numbers;
- fax numbers;
- email addresses; and
- postal addresses.

Enforcement Fees

1.73 The Supplier shall recover from the Customer only those Enforcement Fees permissible under applicable Law or any other statutory transitional arrangement laid.

1.74 The Compliance Fee is to be applied once the case is received and is payable by the Customer once the first Notice of Enforcement has been served. No additional fees are to be applied by the Supplier for the second letter or other forms of communication.

1.75 Sale fees are added to the Balance, by the Supplier, only when permission to remove goods has been provided in writing by The Buyer. Should payment be received by the Supplier, from the Customer, in between the request and the response then the fee should not be applicable.

1.76 Some disbursements are recoverable by the Supplier from the Buyer in accordance with the Law, however they must be reasonable and actually incurred, this includes the costs of storing goods or vehicles. Damage to wheel clamps or any other equipment cannot be recovered as a disbursement. This will be monitored by The Buyer.

1.77 Credit card or any other payments must not have a commission fee applied.

1.78 Storage Fees should not commence until midnight on the day of Removal. Where Enforcement Action has been suspended following the Removal of Goods, then Storage Fees should be charged at a reduced rate, as indicated at clauses 2.44 to 2.47 above.

1.79 Any exceptional disbursements that fall outside of the above (with the exception of auctioneers' fees) should be submitted to The Buyer for agreement in writing in advance before making an application to Court to recover such costs

1.80 The Supplier shall maintain a detailed record of all Enforcement Fees applied to a particular Warrant and the relevant Customer within the Case Management System, such that each individual fee or disbursement charged to the Buyer is readily identifiable.

1.81 The Supplier shall provide detailed records of Enforcement Fees to The Buyer upon request and shall justify, in writing, the application of these fees to The Buyer.

1.82 Where The Buyer when acting reasonably determines, in its absolute discretion that Enforcement Fees have been applied without cause or justification, the Supplier shall immediately cancel such Enforcement Fees or, where Payment has already been made, issue a refund to the Customer as directed by The Buyer including the Compliance Fees.

1.83 The Supplier shall only apply Enforcement Fees which have already been incurred by the Supplier for Enforcement Action that has already taken place. For the avoidance of doubt, the Supplier may not apply Enforcement Fees in respect of potential Enforcement Action and a removal of goods fee can only be added if a removal vehicle has been requested and the Supplier has been charged for this service. Invoices will need to be provided for this upon request of The Buyer.

1.84 The Supplier shall not be entitled to claim Enforcement Fees incurred by a third party, such as another Enforcement Agent or Debt collection company.

1.85 The Supplier shall not be entitled to recover through the application of Enforcement Fees costs incurred as a result of damage to the Supplier's property or equipment caused by any party.

1.86 Where multiple Warrants are outstanding in respect of the same Customer, the Supplier shall ensure that when visiting the Customer it seeks to execute all such Warrants provided by The Buyer and all other Warrants held by other Creditors. In accordance with the Law, the Supplier shall apply one Enforcement Fee for a Visit to one such leading Warrant and not every Warrant in respect of which execution is sought, with the exception of the Compliance Fee which may be applied to every Warrant held.

1.87 In the event a payment is made which does not cover the cost of all outstanding Warrants, unless specified by the Buyer the Supplier shall endeavour to fully pay and close as many Warrants as possible, rather than spreading the payment across multiple Warrants. If the Supplier believes the remaining Warrants are unenforceable then these should be escalated in accordance with Schedule 2.2.

- **Remittance to The Buyer of Revenue**

1.88 The Supplier shall have the facility to remit monies owed to The Buyer once a week. The specific periodicity and day will be agreed between the Supplier and The Buyeras part of the Buyer's Call-Off Contract.

1.89 Remittance values will be shared by the Buyer with other Suppliers working on this agreement.

1.90 The Buyer will specify within their Call-Off Contract the type of Buyer bank account (i.e. interest/non-interest bearing account) that must be used when the Supplier is banking money recovered.

1.91 The Supplier should use a distinct and separate bank account to keep monies recovered through the Service, unless agreed otherwise in writing with the Buyer

1.92 The Supplier shall remit to The Buyer any and all payments received whether part payments or in full, unless agreed otherwise in writing with the Buyer.

1.93 The Supplier shall remit to The Buyer any and all payments received whether part payments or in full, unless agreed otherwise in writing with Buyer.

1.94 The Supplier shall ensure that all monies are transferred into The Buyer's Bank Accounts by direct bank transfer in an efficient and secure manner in accordance with Good Industry Practice (each such transfer being a "Remittance")

- **Weekly Reporting:**

1.95 The Supplier shall provide a weekly report to The Buyer with details of each Remittance. The report shall be provided as an Excel spreadsheet or in such other format as The Buyer may require from time to time. The information to be provided in each such report shall include but not be limited to:

- date of the report;
- sum of the Remittance/Refund;
- the Remittance/Refund broken down into individual receipts from The Buyer and in respect of each individual receipt:
- the amount of the Payment/Refund;

- the number(s) and date(s) of the Penalty Charge Notice(s) or Penalties to which the receipt relates;
- receipt type by Scheme; and
- the relevant Buyer reference and / or vehicle registration mark as defined by the Buyer.

1.96 Where the Supplier has been required to issue a full refund to a Customer, but has already remitted to The Buyer, unless specified by the Buyer, this can be deducted from the weekly remittance and shown as a refund in accordance with clause 1.110 above.

1.97 The Supplier shall maintain, in relation to each Payment transaction made by a Customer, accounting records for and on behalf of The Buyer to a standard equivalent to the requirements of sections 386 to 389 of the Companies Act 2006.

1.98 The Supplier shall, in respect of any Remittance of which it has failed to provide all information as required by paragraph 1.109 above, provide such missing information to The Buyer within five (5) Working Days of receipt of the relevant sum.

1.99 The Supplier shall provide a monthly invoice to claim VAT applicable amounts from enforcement action taken to recover The Buyer Debt; this shall be completed by emailing an invoice to a Buyer specific address and the value claimed should be auditable against the fees and collections report.

- **Currency**

1.100 All Revenue shall be paid to the Buyer in pounds Sterling unless:

1.101 The Buyer specifies that Revenue shall also be in, or replaced by, another currency and has given the Supplier at least four (4) weeks' notice of this; or the Supplier is required by Law to pay the Revenue in another currency

1.102 The Buyer agrees in writing that the Supplier will collect the full amount due to the Buyer and be responsible for bearing the cost of any currency conversion.

Technical

1.103 The Supplier shall contact the Buyer and any OSP as soon as possible and no later than twenty-four (24) hours from becoming aware of a technical failure in the transmission of information to be transferred to or from any OSP and/or The Buyer in accordance with this Agreement.

1.104 The Supplier shall provide a dedicated contact point for any OSP and The Buyer for all technical queries, faults and issues, including a dedicated contact number and email address, neither of which shall be specific to (or accessible only by) a single member of the the Supplier’s Staff.

1.105 The Supplier shall ensure that all scheduled downtime for any element of the Services as set out in this schedule 5 is undertaken outside of Working Hours unless otherwise agreed in writing with the Buyer.

- **Case Management System**

1.106 The Supplier shall operate and maintain a system that the Supplier shall use to, at a minimum:

- receive and send data in accordance with any the Buyer's Call-Off Contract (including via APIs)
    - record all Enforcement Action undertaken and all Payments (if any) received in relation to each Warrant provided to the Supplier; and
    - record all notifications, instructions, guidance, or Correspondence relating to each Warrant and The Buyer;
    - provide GPS information regarding the specific location of Enforcement Agents on Visits; and
    - locate specific vehicles using ANPR.
    - Reconcile actions taken with the Buyer to ensure, timely, consistent and accurate information flows from and to the Buyer and across all Subcontractors and any OSPs.
    - Provide current case status information.

- **Global Positioning System ("GPS")**

1.107 The Supplier shall track the location of its Enforcement Agent using GPS technology that enables the precise tracking of the location of all Enforcement Agents undertaking Enforcement Action. For the avoidance of doubt, the map coordinates providing the location of an Enforcement Agent is insufficient.

1.108 The Supplier shall ensure that the following information is recorded for each visit and reportable with respect to GPS location tracking:

- location as an address, including postcode;
- date and time of arrival at a particular location; and
- date and time of departure from a particular location.

Buyer Portal

1.109 The Supplier shall provide The Buyer and any OSP with remote access via an on-line Portal to the Case Management system for the purpose of viewing all data relating to the Services contained within the Case Management system in real-time.

1.110 The Supplier shall ensure that data accessed via the web Portal provided under paragraph 1.108 is displayed in an easily read format.

- **Interfaces**

1.111 The Supplier shall design, test, implement and maintain an interface to any OSP as per the Buyer's specific requirements and as defined within the Buyer's Call-off Contract.

1.112 The Supplier shall exchange data with any OSP in accordance with the Buyer's specific requirements and as defined in the Buyer's Call-Off Contract.

1.113 The Supplier shall provide all hardware, software and maintenance required to meet the interface requirements as specified within their Call-Off Contract for the provision of the Services.

1.114 The Supplier shall use an automated process for checking current Registered Keeper information with the DVLA, and / or equivalent authority for International Enforcement services where applicable and as defined by the Buyer in their Call-Off Contract

- **Infrastructure Security**

1.115 The Supplier shall comply with the provisions of Call-Off Schedule 9 (Security) in respect of infrastructure security.

- **Mobile ANPR units**

1.116 The following will apply when mobile ANPR units are required as part of the Service

1.117 The Supplier shall use mobile ANPR technology to identify vehicles which are the subject of an outstanding Warrant.

1.118 The Supplier shall not add vehicles to the ANPR system until 24 hours has lapsed since the first enforcement visit was carried out at the property on the Warrant of Control

1.119 The Supplier shall ensure that all mobile ANPR units used in Enforcement Action are the property of the Supplier and not an individual Enforcement Agent.

1.120 The Supplier shall undertake enquiries of the DVLA database on all vehicles that are the intended targets of ANPR technology to ensure that it has accurate Registered Keeper information before clamping or removing a vehicle.

1.121 Where the Supplier locates using ANPR technology the vehicle of a Registered Keeper who is believed to be the subject of an outstanding Warrant, the Supplier shall perform a DVLA enquiry to ensure that the Registered Keeper of the vehicle, as recorded by the DVLA, is the same as the Customer in question. The Supplier shall not be entitled to recover additional Enforcement Fees from the Buyer for this enquiry.

1.122 Where the DVLA enquiry performed under clause 1.119 above, returns a Registered Keeper and address that matches the details of the Customer in question, the Supplier may immobilise as per clauses 2.34-2.47 below.

1.123 If the DVLA enquiry performed under clause 1.1.19 above returns a Registered Keeper that matches the Customer in question but a different address to that which the Supplier has issued Correspondence to; and the Supplier is satisfied that the Customer moved address prior to the date on which the Notice of Enforcement would have been received by the Buyer, then the Supplier shall permit the Customer to make Payment in Full as if the Warrant were still at the Compliance Stage.

1.124 Where the DVLA enquiry performed under 1.119 above returns a Registered Keeper that is different to the Customer on the relevant Warrant, then the Supplier shall cease all Enforcement Action on that vehicle and shall remove the details of that vehicle from the ANPR database.

1.125 The Supplier shall not under any circumstance give chase to or unlawfully stop a Customer or a Customer's vehicle when the Supplier's Staff are driving in a mobile ANPR unit.

1.126 If a Warrant is classified as returned to the Buyer (or any equivalent terminology) on the Supplier's Case Management System, details of such Warrant shall be deleted from any ANPR systems.

1.127 The Supplier shall delete details of any Warrant from any ANPR systems in the following scenarios:

- it is discovered that ownership of the vehicle has changed since the date of the penalty contravention giving rise to the Warrant being issued;
- if the vehicle is the property of a hire or lease company;
- if The Buyer or any OSP requests that details of a Warrant be deleted;
- if the Warrant is being returned to The Buyer and any OSP;
- if the Warrant has already been executed and Payment in Full received or Payment Arrangements have been made; or
- if a request has been received from The Buyer or any OSP for the Warrant to be placed On-Hold.

- **Technology trials**

1.128 Upon request by The Buyer via the Change Control procedure, the Supplier shall participate in the trial of new technology, enforcement methods or processes to improve the performance of the Services or other services contracted by The Buyer.

- **Debt Recovery in Scotland**

1.129 At the request of the Buyer, the Supplier shall recover Debt registered in Scotland in accordance with the terms of this Contract, and the Law.

1.130 In the event that any of the provisions of this Contract or any guidance provided by the Buyer are not in accordance with the Law applicable in Scotland then the Supplier shall notify the Buyer accordingly.

1.131 The Supplier shall work with the Buyer and any OSP to identify cases for which a transfer to the Scottish Court system is required in order to register the Debt, and at the Buyer's request transfer these accordingly and promptly.

1.132 The Supplier shall submit in writing , in advance, proposed fees to be charged to the Buyer or the Buyer for the recovery of Debt registered in Scotland. Where charges to the Buyer have been agreed, periodic invoices shall be submitted to the Buyer by the Supplier. The Buyer shall confirm to the Supplier in writing the format and payment periods of invoices.

Uncollected Debt

1.133 At the request of The Buyer, the Supplier shall undertake Enforcement Action in respect of Warrants or equivalent that have previously been categorised as uncollectible by the Supplier or another Supplier (each an "Uncollected Debt").

1.134 The Supplier shall undertake Enforcement Action in respect of Uncollected Debt in accordance with additional instructions to be provided in writing by The Buyer.

1.135 The Supplier shall undertake Enforcement Action in respect of each Uncollected Debt as if it were a new Warrant or equivalent, commencing the Enforcement Action from the start of the Enforcement Action Procedure. For the avoidance of doubt, the previous Enforcement Agent will not be entitled to any Enforcement Fees from previous Enforcement Action.

1.136 Uncollected Debt is part of the Service Enforcement Action (URN a)

2 Section 3 Selected Enforcement Services

2.1 Some or all of the following will apply to services required by the Buyer. Each Call-Off Contract will refer to the specific URN of each element of the Enforcement service that is required.The Buyer specific operational detail that underpins the Buyers requirements will be stated by the Buyer and included within their Call-Off Contract.

- **Enforcement Action (URN 5.0)**

2.2 Prior to receipt of the Warrants, the Supplier will receive a notification from the Buyer and or OSP (as defined by the Buyer within their Call-Off Contract) informing them of how many Warrants they can expect to receive.

2.3 Upon receipt of the Warrants, the Supplier shall promptly provide The Buyer and any OSP with a confirmation email that all files have been received and uploaded successfully. Where there is a discrepancy with what has been received and what the Supplier was expecting, the Supplier shall raise this discrepancy immediately with The Buyer and any OSP.

2.4 Upon receipt of a Warrant, the Supplier shall, within two (2) Working Days from the date on which the Warrant is placed on the Case Management System, issue a Notification of Enforcement to the Customer with all of the relevant sections fully completed.

2.5 When a Warrant is received where the Supplier has previously confirmed that the Customer on the Warrant no longer resides at the address on the Warrant, the Warrant shall be immediately placed in trace rather than issue a Notice of Enforcement.

2.6 The Supplier shall, as a minimum, trace a contact telephone number where available, using appropriate externally procured data, and attempt to make contact at least once in the week (Monday to Friday) at variable times and also at the weekend (Saturday and Sunday) at variable times, until contact has been made.

2.7 After 5 working days (Monday to Friday) from the date of the Notice of Enforcement being issued, if there has been no contact from the Customer or returned mail, the Supplier shall send a letter reminding the Customer of the outstanding amount owing and carry out further tracing activities to confirm the Customer is still residing at the Warrant address.

2.8 If, after fourteen days from the date the Notice of Enforcement was issued, a Payment in Full has not been received from the Customer or a Payment Arrangement has not been entered into, the Supplier may commence with the Enforcement Stage.

2.9 On a monthly basis, The Supplier must demonstrate to the Buyer in writing, the capacity and deployment of all Enforcement Agents (including those deployed on other client's work) across all regions where the Buyer requires enforcement action and demonstrate the volume and time spent on Buyer cases in comparison to the Supplier's overall caseload. If the Supplier is not achieving the requirements of the Contract but is deploying Enforcement Agent Resources to other work, the Buyer at its sole discretion may withdraw any and all Warrants for the affected area and place them with another Supplier.

2.10 In the event that Payment in Full is not received from the Customer, and where no Payment Arrangement has been entered into with the Customer, where appropriate and unless specified by the Buyer, The Supplier shall conduct at least three (3) Visits, at different times of the day, before the date on which the Warrant expires, all expired Warrants must be Returned to any OSP or Buyer as applicable.

2.11 At least thirty (30) days prior to the Return of a Warrant to any Buyer orOSP, the Supplier shall issue a final letter to the Customer demanding Payment in Full and summarising the outstanding amounts owed to both The Buyer and the Supplier.

2.12 The Supplier shall not undertake Enforcement Action in cases of extreme hardship, such as but not limited to:

- where the Customer is seriously ill or infirm;
- where the Customer is in prison; and
- where the Customer is bankrupt or insolvent and the Customer can provide further evidence such as a Court order or a company resolution.

2.13 The Supplier shall not undertake Enforcement Action in the following circumstances:

- Where a Customer is considered to be a vulnerable person or in a vulnerable situation as defined by the Ministry of Justice Taking Control of Goods: National Standards (April 2014)
- where a Customer is deceased;
- where the Customer is no longer resident or there is no contact at the Customer's address following at least one Visit by an Enforcement Agent; (which has been verified by a new occupant or other reliable source such as a neighbour);
- the value of the Customer Goods are insufficient to cover the value of the outstanding amount owed;
- where the Warrant has expired; and
- where the Customer is on a tour of duty with the armed forces (which shall be verified by the Supplier).

2.14 The above list is not exhaustive and does not supersede any statutory guidance on Debt recovery

2.15 Suppliers must take particular note of, and abide with, the Ministry of Justice Taking Control of Goods: National Standards (April 2014) guidance on vulnerable situations. The Supplier should also promptly refer any customer identified as vulnerable to a recognised advice agency for additional support.

2.16 For any statutory forbearance scheme the Supplier must ensure that the Buyer can meet its statutory obligations by delivering timely and effective processes where statutory schemes require immediate cessation of Debt recovery the Supplier must act to stop recovery action with the customer as agreed with the Buyer and within the Buyers timeframe.

- At the end of the specified hold period, Collection, Enforcement and Contact Strategies shall be continued by the Supplier as agreed with the Buyer.
- The Supplier should ensure that where any notification comes direct to them, processes are in place to stop recovery action and immediately inform the Buyer. Where the Debt has not been returned to the Buyer, at the end of the specified hold period, Collection, Enforcement and Contact Strategies are to be continued as agreed with the Buyer.

2.17 The Supplier shall ensure that where it is unable to execute a Warrant, and it has undertaken any minimum Enforcement Action that may be required, such occurrence is recorded on the Case Management system.

2.18 The Supplier shall ensure that, unless otherwise authorised by the Buyer in writing, details relating to the execution of a Warrant are discussed only with The Buyer, any OSP, any OSP's Subcontractors where necessary and the Customer named in the Warrant.

2.19 The Supplier shall immediately cease Enforcement Action in respect of a particular Warrant when instructed to do so by The Buyer or any OSP in writing or via the Case Management system.

2.20 Where a Customer provides documentary evidence that Payment in Full has been made in respect of a case for which a Warrant has been issued, the Supplier shall cease Enforcement Action immediately and forward that evidence to any OSP and to The Buyer within twenty-four (24) hours (or as agreed otherwise) of such evidence being received. In such cases, the Enforcement Agent/Agencies will not be entitled to the Enforcement Fees.

2.21 The Supplier shall only Close a Warrant when:

- Payment in Full has been made; or
- The Buyer has agreed that the Supplier should Close a Warrant; or
- as otherwise permitted or required by the Business Rules (supporting evidence should be uploaded to the Case Management system)

2.22 The Supplier shall ensure that where notification is received from The Buyer and/or any OSP to Return a Warrant, Enforcement Action ceases immediately and the Warrant is Returned to any OSP and The Buyer within twenty-four (24) hours.

2.23 Where the Supplier obtains new address details for a Customer who is the subject of Enforcement Action, and the Supplier is satisfied that any previous Correspondence relating to the Enforcement Action has not been received by the Customer, unless specified by the Buyer the Supplier shall;

  - remove any fees applied with regards action at the incorrect address
  - restart enforcement action by issuing the notice of enforcement to the correct address

- **Visits**

2.24 The Supplier shall ensure that all visits are recorded using body worn video (BWV) equipment and that all footage is recorded, stored, accessed and disposed of in line with the law.

2.25 The Supplier shall ensure that the first Visit to the property is within 30 days of the first compliance period ending

2.26 The Supplier shall ensure when Visiting a Customer, an Enforcement Agent will immediately explain the purpose of their Visit and identify themselves using an identity card that contains a photograph and shows proof of their certification as an Enforcement Agent and that they represent the Supplier.

2.27 The Supplier shall not permit any member of its Supplier Staffl to attend or assist with Visits, Taking Control of Goods or the removal of Controlled Goods except when they are closely accompanied by and under the direct supervision of a Certificated Enforcement Agent.

2.28 The Supplier shall ensure the Enforcement Agent only seek access to a Customer's premises in accordance with the Law. They should accurately and fully disclose why they are seeking entry to the premises. Enforcement Agents should only enter premises as part of the Enforcement Process

2.29 The Supplier must evidence to the Buyer that allocation of the Buyer's cases are optimised and the Buyers cases are not deprioritised in comparison to any other Supplier contract, regardless of any fluctuation in volumes or relative income generated by the Supplier.

2.30 The Supplier shall ensure that an Enforcement Agent provides a full receipt for all monies received during a Visit to a Customer in accordance with the relevant Law.

2.31 Where the Supplier is unable to make contact with a Customer during a Visit, the Supplier shall wait for a period of at least twenty-four (24) hours before another Visit is undertaken.

2.32 Where the Supplier is unable to make contact through notifications and telephone calls, the Enforcement Agent must have the capacity and capability to make at least 3 visits at differing times of the day on the leading Warrant before returning the case back to any OSP and The Buyer

2.33 Where the Supplier is unable to secure recovery they must provide the Buyer with any documentary evidence as specified by the Buyer within their Call-Off Contract.

- **Immobilising vehicles and Taking Control of Goods**

2.34 The Supplier shall make all reasonable efforts to contact a Customer prior to the Taking Control of Goods and/or the removal of Controlled Goods.

2.35 The Supplier shall ensure prior to Taking Control of Goods and/or the removal of Controlled Goods the Enforcement Agent will use all reasonable endeavours to confirm that a Payment in Full has not been received from the Customer and that no other information has been provided which might otherwise prevent further Enforcement Action.

2.36 The Supplier shall not remove goods without prior written approval from The Buyer.

2.37 Notwithstanding Paragraph 2.36 above, the Supplier may remove vehicles (not goods) on a weekend and seek retrospective approval from the Buyer on the next working day. All weekend Removal is at the risk of the Supplier who is liable for any costs should it be deemed that permission would have been denied, and are required to return the vehicle to the Customer if permission is denied.

2.38 The Supplier shall ensure it has access to all necessary equipment for safe and secure clamping and removal of a range of vehicles including heavy goods vehicles, buses, and coaches.

2.39 Vehicles cannot be removed by the Supplier from the public highway until one hundred and twenty (120) minutes (2 hours) have lapsed from the start time of the vehicle being immobilised.

2.40 The Supplier must use the prescribed forms as laid out in all applicable Law for all Enforcement Action.

2.41 Where a Customer is not present at the time a vehicle is Removed by the Supplier, then the Supplier shall:

- notify the Customer in writing of the Removal; and
- inform the local police and the vehicle tracing service (TRACE) where appropriate, using the following details:
- PCN number;
- registered keeper details of the vehicle;
- VRM;
- vehicle make and model;
- vehicle colour
- the address that the vehicle was removed from; and
- contact details of the Supplier.

2.42 In the event that the Supplier has removed a Customer's vehicle for sale at an auction the Supplier shall:

- inform The Customer and Buyer once the vehicle is in storage;
- carry out a further DVLA enquiry to ensure that the Registered Keeper of the vehicle is the same as the Customer and then escalate the matter to The Buyer in accordance with 2.5.10 to obtain permission to sell.

2.43 Following the DVLA enquiry response required under 2.5.9, the Supplier shall escalate a report to The Buyer. This report shall include:

- PCN number;
- the Buyer name;
- VRM
- make and model of vehicle;
- date that the initial letter was sent;
- the address that the initial letter was sent to;
- the dates of all Visits prior to the Removal of the vehicle
- the address to which all previous Visits were made;
- the date that the vehicle was removed;

- the address that the vehicle was removed from;
- the sum of the outstanding Debt owed by the Customer:
- the date of the most recent DVLA enquiry and the response;
- any relevant comments;
- any other contact that has been made with the Customer; and
- details as to whether the Customer was present when the vehicle was Removed.

2.44 The Supplier shall maintain sufficient storage facilities to hold any Controlled Goods that are removed from Enforcement Action until such time that they are sold or returned to the Customer as applicable..

2.45 The Supplier shall ensure that any Controlled Goods that are removed are held at a secure location until the Customer has collected them or they are sold

2.46 The Supplier shall only be entitled to apply Storage Fees to Controlled Goods that are removed:

- from midnight on the day on which the Goods are Removed; and
- for each full twenty-four hour period the Goods are held in storage by the Supplier.

2.47 Where Goods are stored on behalf of the Supplier by a third party, the Supplier shall ensure that the Enforcement Fees include any third party storage costs (which shall be payable by the Supplier to such third party) and the Buyer is not invoiced for such costs by the third party directly.

- **Sale of Goods**

2.48 The Supplier shall ensure that through the Sale of Goods the best available price is obtained for each item.

2.49 The Supplier shall obtain prior written approval from The Buyer for any auction house or internet auction used by it for the Sale of Goods.

2.50 The Supplier shall submit the details of any auction house or internet auction for which approval is required at least one (1) Month prior to the date of intended use. Where reasonable The Supplier should Subcontract a Supplier to the Debt Resolution Services Framework for any Auctioneers Services.

2.51 Where the Sale of Goods takes place at public auction or internet auction, the Supplier shall provide the following details to the Buyer within five (5) Working Days following the date of the auction:

2.52 The Supplier shall ensure that the Inventory of Seizure includes (updated if necessary to reflect any changes in the condition of the Goods whilst in the Supplier’s possession);

- place of sale;
- time of sale;

- itemised list of items sold;
- amount raised for each item;
- costs incurred in the sale; and
- Enforcement Fees deducted.

2.53 This information shall also be made available to any OSP and The Customer on request.

2.54 Where the Supplier has removed a vehicle or goods, the Supplier shall obtain written approval from The Buyer before Sale of the vehicle or goods but any such approval shall not reduce the Supplier's liability for the proper performance of its obligations under this Agreement.

2.55 Prior to the removal of a vehicle where the Customer is not present, the Supplier shall use all reasonable efforts to ensure that the vehicle in question belongs to the Customer. Such evidence shall be recorded by the Supplier within the Case Management System.

- **Information Sharing and Targeted Enforcement**

2.56 The Supplier shall provide to The Buyer on request information about specific individuals or groups that is contained within the Supplier's Enforcement System or has been collected by any ANPR systems.

2.57 At the written request of The Buyer, the Supplier shall participate in intelligence-led enforcement activities targeting specific individuals or groups. The detailed scope, including with regards to any payment which may be made for such activities, will be agreed through the Change Control procedure.

3 Execution of Arrest Warrants (URN D)

3.1 The Supplier shall execute Warrants of arrest both with and without bail. This requires the Supplier to:

- receive Warrants from the Presenting Officer (PO);
- execute Warrants within the time frame agreed with the Buyer as part of their Call-Off Contract.

3.2 Arrest Warrant services may be required by the Buyer as a standalone service or as part of a multi service requirement that includes both Enforcement Action and Arrest Warrant Services.

3.3 These Warrants are to be executed for civil Debt in line with legislation as defined by the Buyer within their Call-Off Contract.

3.4 Successful execution is defined as either:

- delivering the Customer to the notified Court, in the case of a Warrant without bail, or;
- in the case of a Warrant with bail, arranging with the Customer to attend the notified Court.

3.5 The Supplier shall securely Arrest and transport Customers under Arrest to a Court where appropriate and have the appropriate insurance cover inplace to do so.

3.6 The Supplier shall comply with all legal requirements regarding the health and safety of both their Staff and the people in their custody and also comply with the relevant legislation requirements i.e. Human Rights Act 1998, Data Protection Act 2018 and Bail Act 1976.

3.7 Before making the Arrest, the Supplier will undertake due diligence in the identity of the Customer by seeking the proof of the Customer's ID e.g. through a valid driving licence, passport, photographic ID.

3.8 When executing Warrants, the Supplier will ensure the Customer is not vulnerable and their absence through arrest will not put at risk other dependents within the household e.g. children, the infirm, or the elderly. In such circumstances the arrest protocol will be abandoned and the PO promptly informed.

3.9 The Supplier shall undertake local tracing action if an alternative address or information is obtained. If an alternative address for the Customer is confirmed the Supplier should contact the PO for guidance/next steps which may include the requirement to withdraw the Warrant and reissue in a new Court area.

- **Cessation of Activity**

3.10 If the PO requests a Warrant to be returned, the Supplier should ensure this is actively confirmed digitally and/or returned immediately for physical Warrants. Where no contact is possible with the Customer, the Supplier shall contact the PO to determine the next action.

- **Referral for Arrest Action**

3.11 Buyers or their POs will refer cases to the Supplier using the prescribed secure, digital transfer solution to a specific predefined Supplier email address as detailed in the Buyer's Call-Off Contract. The Supplier will ensure that any communications containing the Customer details that it sends to the Buyer, PO, agents and Subcontractors will be encrypted and sent using the Buyer's prescribed solution.

4 Arrest Warrants with Bail (URN 5.0c)

4.1 The Arrest Warrant with Bail should be issued by the Supplier for a first visit within 7 Working Days of receipt of the Warrant. Where no contact is made, the Supplier should make a second visit within a further 7 Working Days at a different time and day.

4.2 The Supplier should make a third visit within a further 7 Working Days at a different time and day should both previous attempts be unsuccessful.

4.3 To enable the Supplier to assure the process has been carried out, the Supplier should document the date and time of each individual visit on the case notes within the Case Management System. Where an unsuccessful visit has taken place, the Supplier should leave a communication at the property confirming the time/date of the visit.

4.4 If contact is made and full payment is tendered, the Supplier should accept payment only by cash or credit/debit card unless otherwise agreed in writing by the Buyer. Cheque payments should not be accepted unless authorised in writing by the Buyer. If payment is made, the Supplier should complete a receipt to confirm that the Debt has been satisfied and a copy of the receipt should be attached to the Warrant. The Warrant should then be returned to the Buyer or confirmed by digital means.

4.5 Where an Arrest Warrant with Bail is executed, the Supplier will bail the Customer to attend a Court hearing on a date provided by the PO. The Customer will be requested to acknowledge the fact by signing a recognisance form. It must be clearly annotated if any payment has been made by the Customer.

4.6 The Supplier should make clear to the Customer that they have been arrested and explain the consequence of non-attendance at Court, which could lead to the possible issue of a subsequent Arrest Warrant without Bail.

4.7 The Arrest Warrant should be returned immediately to the PO with a full report detailing how and when it was executed and must include any other information that the Supplier has obtained whilst in contact with the Customer that may assist with the successful collection of the Debt (e.g. change of address, assets noted, new employer, additional evidence of wilful refusal/culpable neglect etc.).

4.8 If the Warrant is returned as served but without the signed recognisance form by the Customer, a full explanation should be provided by the Supplier to the Buyer in a written report. Such Warrants are to be returned to the PO, together with a full report of action taken.

5 Arrest Warrants Without Bail (URN5.0b)

5.1 Before executing an Arrest Warrant without Bail, the Supplier will notify the local PO or Buyer's nominated contact via telephone of their intention to arrest a Customer. The Supplier should apply acceptable times for Visits, not before 6.00am or after 9pm (as per Gov.uk website). In exceptional circumstances alternative times can be attempted but the Supplier must discuss the requirement with the PO beforehand and agree this in writing. All visits should be in accordance with the Court time and PO availability.

5.2 Where an Arrest Warrant without Bail is executed the Supplier will deliver the arrested Customer to the pre-agreed Magistrates Court on a day agreed with the PO. The Supplier shall make the necessary and relevant arrangements for the Customer's detention. Any additional costs must be discussed and agreed with the Buyer prior to being incurred or they shall not form part of the Charges.

5.3 Hearing dates are not set for "no bail" Warrants, so the Supplier's priority will be for the Customer to be arrested on a date where there is available PO resource for representation on the day of arrest. Liaison is required with the Supplier and POs to ensure availability is confirmed before the arrests are attempted.

5.4 The Supplier should notify the PO immediately of the successful delivery of the Customer to Court. The Customer will remain the responsibility of the Supplier until such time as another responsible person such as the police or Court takes responsibility.

- **Warrants of Commitment (URN 5.0c)**

5.5 A Warrant of Commitment is where a Court orders a Customer to be arrested by the Supplier and taken directly to prison. All such cases, where occasionally required, shall be discussed with the Supplier and the process agreed by the Buyer in writing on a Case by case basis

6 International Enforcement / Foreign Registered Vehicles (FRV) (URN 5.0d) (Optional Service)

6.1 FRV Enforcement is an Optional service. This means that Suppliers are not required to demonstrate the capability to deliver this service in order to be appointed as a Supplier to the Enforcement Services lot. However, Suppliers must demonstrate the capability to deliver FRV Enforcement Services directly or through Subcontractors and provide pricing for the service as per Framework Schedule 3 (Framework Prices) in order to be a Supplier of FRV Enforcement Services.

6.2 The Buyer or an OSP, as per the Buyer Call-Off Contract, will provide information to the Supplier to enable them to identify the country of origin of FRVs. Where this includes photographs, the Supplier must utilise and maintain software applications that enable the identification of the country of origin of the vehicle. The Supplier must also maintain sufficiently expert personnel to review and validate / identify any non-matching outputs from the software

6.3 The Supplier must maintain formal relationships with foreign vehicle license agencies that enable the Supplier to lawfully provide and receive and process information that enables the Supplier to determine the name and address details of the registered keeper of any vehicle in line with the Authorities requirements. The Supplier will provide the Buyer with specific details of the applicable law.

6.4 The Supplier will produce any documents required to enable the Supplier to act on behalf of the Buyer and will be responsible for the translation of those documents into the required language of any foreign vehicle license agency at the Supplier's own cost. The Supplier will also be responsible for any legal certification / notarisation of any required documents at the Supplier's cost. The Supplier will provide the Buyer with copies of all documents at the Supplier's cost.

6.5 The Supplier must issue penalty charge notices (PCNs) or equivalent and Debt collection notifications on behalf of the Buyer within the timescales specified by the Buyer, in a format, containing content, and to a standard as per the Buyer's specific requirements as set out within their Call-off Contract. This will include via letter to the registered keepers address unless agreed otherwise with the Buyer..

6.6 The Supplier must be able to produce a range of PCNs, configurable to the Buyer's requirements that demonstrate escalation of the process agreed with the Buyer as part of their Call-off Contract..

6.7 Any PCN or other notice issued to the customer, as agreed with the Buyer, must be issued in the language of the country where the registered keeper is resident.

6.8 The Supplier's contact centre capability must include Supplier Staff and Key Staff that can respond in line with the Buyer's specification, to queries in writing or by phone in the native language of the Customer. A list of the languages spoken and volume of staff with each language capability will be maintained and provided to the Buyer..

6.9 The Supplier must provide on-line access to the Buyer that enables the Buyer to view the status and action being taken on all cases being managed on behalf of the Buyer, throughout the entire period the case is with the Supplier and in line with the Buyer's broader data protection and retention requirements as set-out within their Call-Off Contract..

6.10 The Supplier shall promptly inform the Buyer in writing of any incidences of mis-match, where correspondence has been issued to an incorrect person and evidence has been provided to confirm this. The Supplier will place any such cases on hold until advised to close by the Buyer.

6.11 The Supplier shall have the continuous capability to develop, test, implement and maintain interfaces with the Buyer or any OSP, including the receipt and issue of system updates and messages that are compatible with the Buyer's or any OSPs It platforms / software. This will be defined within Buyer specific requirements as per the Call-Off Contract.

6.12 The Supplier shall remit all monies collected on behalf of the Buyer as per the Buyer's Call-Off Contract. For the avoidance of doubt the Supplier shall not retain any money collected from any Customer as a result of this service unless agreed in writing with the Buyer.