Framework Schedule 1 (Specification)

Part L

1 Lot 20 Managed Enforcement Services

Section 1

1.1 Key Deliverables

a. Managed Service - The Supplier shall provide a managed service of any EA Subcontractors to ensure; all aspects of The Service are delivered securely and to time and quality requirements, and in line with the Standards within this Contract (including but not exclusive to those outlined at Annex 1 to this Part L) and The Buyer's Contract, receiving all cases from Customers, distributing to the EA Subcontractors, and adding value to debt collection through effective use of data and analytics and effective supplier, contract, and relationship management.

b. If requested by the Buyer, The Supplier must work effectively and efficiently with any Other Service Provider (OSP) that the Buyer utilises 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 with it's EA Subcontractors, must have the capability to effectively deliver the full range of Enforcement Services.

e. The Supplier must be able to manage fluctuations in volume of work 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 EA-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 to the Buyer

j. Invoice and Charging – The Supplier shall ensure timely accurate invoices, and prompt payment of EA Subcontractor

k. MI and Reporting - The Supplier and EA 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 EA 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 Contract, the Supplier or EA Subcontractor must maintain sufficient fleet capacity and capability to undertake automatic number plate recognition activity (ANPR) required to effectively deliver the service.

n. The Supplier or EA Subcontractor must utilise GPS tracking capability in the management and audit of Enforcement Services

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

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○ **Buyer Requirements**

1.2 The following is intended to cover a range of national and local enforcement services requirements. The Buyer will select a specific service that they require to be managed by the Managed Enforcement Services Provider (MESP) based on the unique reference number (URN) attached to the service. The MESP will be The Supplier. The Buyer will then agree their specific detailed operational requirements as part of the implementation plan bespoke to their Call-Off Contract requirements.

Managed Enforcement Services

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1.3 **Managed service**

1.4 The Supplier will provide a managed service and shall also be known as the "Managed Enforcement Services Provider" (MESP) incorporating a supply chain of at least 2 EA Subcontractors, ensuring effective delivery of all Enforcement Services, including those described in this Part L and Part L annex 1 and as required by the Buyer within their Contract, provided directly and/or by any Subcontractors. The requirements shall be delivered by the Supplier where **any reference is made to the Subcontractor but where the Supplier is delivering part of all of any element of Service that is referred to _ Lift to JS1**

1.5 The Supplier may be expected to work with Other Service Providers (OSPs) that deliver other services to the Buyer. This may include the receipt and distribution of Customer account data to and from an OSP. All activity must be recorded on the Supplier's Case Management System.

1.6 The Supplier shall be responsible for ensuring all Specifications and standards are effectively flowed down throughout its supply chain in accordance with the Framework Agreement and the relevant Buyer Call-Off Contract

1.7 The Supplier shall be responsible for audit and assurance activity, that evidence to the Buyer in writing, 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.

1.8 The Supplier's ongoing audits & checks shall be robust and include but not limited to; Monthly structured Call and Account audits for each of its EA Subcontractors and promptly report the outcomes of each audit to the buyer in writing including;

- Volume of Call and Account audits & checks as agreed with the buyer.
- Annual on-site business audits for each of its EA Subcontractors
- Additional Call & Account audits & checks where risks and/or negative trends are indicated
- Assurance that any EA Subcontractors who continue to collect debts that are in established Payment arrangements (where the EA Subcontractor has exited the panel or the Contract has expired), do so according to the service levels and standards set out in the Contract.
- Supplier to enable supplementary onsite and remote assurance activity conducted by the Buyer on both the supplier and EA Subcontractors.
- Assurance that the Buyer's Cases are not deprioritised by any EA Subcontractor in comparison with any other contract. This should include as minimum;
    - details of the allocation of the EA Subcontractor Enforcement Agents by region that demonstrates how many Cases the Buyer has placed by Region and how many Enforcement Agents have been allocated to work those Cases
    - the total overall caseload with each EA Subcontractor for all of it's business and the total Enforcement Agents allocated work by region in the same regions
    - The proportion of each EA Subcontractors total business that the Buyer's Placements represent

- The Proportion of Enforcement Agents alloca

1.9 The Supplier will ensure quality standards and value for money, by, where appropriate utilising the most effective EA Subcontractors, to provide the Services and to collect Buyer's specific Debt Types.

1.10 The supplier shall retain staff responsible for supply chain management with recognised supply chain management qualifications throughout the duration of the contract as detailed within Call-Off Schedule 7 (Key Supplier Staff).

1.11 The Supplier will ensure that any Service Management Fees charged for the Services which relate to the managed services aspect of the Services are reflective of the work undertaken to manage Enforcement Services and drive qualitative and quantitative performance.

1.12 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.

1.13 The Supplier and any EA Subcontractors will provide all accommodation, equipment and staffing associated with the service and take all liability relating thereto.

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

1.15 The Supplier and any EA Subcontractors shall refer The Customer to the relevant Law where appropriate.

1.16 The Supplier and any EA Subcontractors shall ensure that it has access to legal advice (at its own cost) in respect of The Law.

1.17 The Supplier will, acting reasonably, provide flexibility in the Subcontracted supply chain, ensuring that the ongoing requirements of the Buyer can be met (for example if the Buyer wishes to add a local EA Subcontractor or Subcontractor to the supply chain).

1.18 The Supplier shall, where required by the Buyer, benchmark the Supplier's supply chain against wider market rates and performance to ensure value for money over the long term.

1.19 The Supplier shall maintain and provide written details to CCS and Buyers on request and at least annually, the Supplier's processes for establishing and managing EA Subcontractors/partners to enable the provision of the Services this shall include;

- An assessment of supplier liquidity, using recognised industry standard data / information sources.
- An assessment of supplier dependency on revenue generated through this agreement and the associated risk.
- Subcontractor failure contingency plans that describe what, when and how contingencies will be enacted with named responsible individuals.
- Evidence on sub-contractor engagement regarding the risks and mitigations.

1.20 Suppliers will manage the process of risk transfer to their Subcontractors

1.21 The supplier must conduct, and share the results with the CCS and the Buyer in writing, period risk assessments (quarterly as a minimum) including mitigations with named risk owners and managers, on supplier / key subcontractor resilience and supply chain sustainability. This must include as a minimum;

- EA Subcontractor risk, impact, mitigation and service continuity in the event that an EA Subcontractor elects to exit the Subcontract with the Supplier.
- EA Subcontractor risk, impact, mitigation and service continuity in the event that the EA Subcontractor can no longer meet its Subcontracted obligations due a Financial Distress Event.
- EA Subcontractor risk, impact, mitigation and service continuity in the event that the Contract with the Buyer ends.
- The relevant Subcontracted obligation that enables risk mitigation with EA Subcontractors

1.22 The Supplier must deliver the services in line with the minimum behaviours outlined within the Part L Annex1 to this Part L .

1.23 The Supplier shall have or develop a policy that describes how they will deliver the description as per Paragraphs 2, 3 and 4 of Part L Annex 1 and provide this to CCS and the Buyer in writing within 6 months of the first Call-Off Contract Effective Date

1.24 At CCS or the Buyer's request the Supplier shall promptly provide written evidence of how the Supplier is demonstrating these detailed behaviours.

1.25 The Supplier shall name the individuals responsible for each area of responsibility as per the headers within Annex 1 to this Part, within Schedule 7 (Key Supplier Staff).

1.26 With the exception of The Managed Enforcement Service and International Enforcement and Warrants of Arrest services, all other services will not attract a charge payable by the Buyer.

1.27 The Supplier shall ensure a seamless Customer journey and ensure that Customers are at all times aware of who is responsible for collection of their debt, and what the role of the Supplier's EA Subcontractors is.

1.28 CCS and the Buyer shall engage directly with DCA Subcontractors at their absolute discretion to discuss any matter relating to the Services.

1.29 The Supplier shall ensure that any EA Subcontractor has the latest accurate information available about the Customer in auditable electronic format, including but not limited to;

- Any interaction with the Supplier and / or any other EA Subcontractor relating to the Service and the outcome of that interaction
- Any outstanding Customer query or complaint about the Service registered with the Supplier or any other EA Subcontractor
- Any instance of vulnerability known to the Supplier or any other EA Subcontractor through the delivery of the Service

Enforcement Services Requirements

1.30 All of the following requirements within Section 1 (Enforcement Services Requirements) and Section 2 (General Operating Requirements) of this Part L will be required regardless of the service being delivered, unless specified by the Buyer within their Call-Off Contract.

1.31 Section 3 of this part L describes the enforcement services. The Buyer may select one or more of those services that will be managed by the Managed Enforcement Services Provider, and can be summarised as;

- Enforcement action (URN20.0) 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 20.0b,c and d)
- Optional Service - International Enforcement / Foreign Registered Vehicles (URN 20.0 e)

1.32 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.

1.33 The services include the collection of monies owed to the Buyer through the application of enforcement activity. The Supplier and EA Subcontractors are 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.

1.34 The Supplier and EA Subcontractors 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.

1.35 The Buyer reserves the right to adjust the volume and value of Placements Placed with the Supplier as they deem appropriate.

1.36 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

1.37 The Buyer requires continuous improvement from the Supplier 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.

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

1.39 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

1.40 Unless stipulated within the Buyer's Call-Off Contract, the Supplier shall ensure sufficient fleet capacity and capability is available to undertake automatic any number plate recognition activity (ANPR) required to effectively deliver the Service.

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

1.42 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.

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

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

1.45 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**

1.46 The Supplier acting directly or through it's EA Subcontractors shall ensure the application of enforcement fees in line with the appropriate legislation and guidelines as specified within the framework agreement and the Buyer's Call-Off Contract

1.47 The Supplier acting directly or through it's EA Subcontractors shall adhere to the code of conduct of the Office of Fair Trading and Credit Services Association.

1.48 The Supplier acting directly or through it's EA Subcontractors shall demonstrate the use of data and analytics to identify and manage vulnerable customers and customers experiencing financial difficulties.

1.49 The Supplier acting directly or through it's EA Subcontractors shall fully comply with any legal requirements relating to debt respite and the statutory repayment plan.

1.50 The Supplier acting directly or through it's EA Subcontractors shall utilise the Standard Financial Statement when reviewing income and expenditure with Customers

1.51 The Supplier acting directly or through it's EA Subcontractors shall maximise the volume and value of debt collected via non-physical means of enforcement, including where appropriate the use of technology and demonstrate the activity undertaken to do so.

1.52 The Supplier shall provide regular training for all Supplier Staff in line with industry best practice (and ensure the same applies to any relevant EA 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.

1.53 The Supplier Staff (and EA Subcontractors) shall have a detailed knowledge of civil enforcement and receive regular training in line with industry best practices to ensure that they always operate within the law and in accordance with the procedures prescribed by the Buyer.

1.54 Any written communications produced by the Supplier, or ES Subcontractors must be written in plain English and the original templates must be approved by the Buyer prior to use.

1.55 The Supplier shall only utilise certificated Enforcement Agents. and ensure that only appropriately certificated Enforcement Agents shall execute Arrest Warrants.

1.56 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

Performance Management

1.57 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

1.58 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**

1.59 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**

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

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

1.62 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.

1.63 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 writing as a consequence of the escalation.

1.64 Any evidence required to support an escalation shall also be added to the Case Management System by the Supplier and be accessible by the Buyer.

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

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

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

- **Out of Time Witness Statements**

1.68 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.

1.69 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 that;

- The Supplier immediately ceases all Enforcement Action in respect of such Warrant;
- The Supplier shall escalate immediately to the Buyer, if any Controlled Goods exist that are not sold in relation to the Warrant, for an immediate decision from the Buyer as to the next action that should be taken on any such Case.

1.70 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 Paragraph 1.117 below.
- If Goods have already been sold, 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.

1.71 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.

1.72 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.

1.73 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**

1.74 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

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

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

Complaints and Compliments

1.77 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.

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

1.79 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**

1.80 The Supplier, or EA Subcontractor (as applicable) shall ensure any telephone contact centres where Customers may make an enquiry, complaint or Payment are operational and adequately staffed during Working Hours.

1.81 The Supplier, or EA Subcontractor (as applicable) shall provide a telephone answering service for the contact centre, which shall operate outside of Working Hours.

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

1.83 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**

1.84 The Supplier or EA Subcontractor (as applicable) shall offer, at a minimum, the following Payment methods to The Buyer's:

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

1.85 The Supplier or EA Subcontractor (as applicable) 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.

1.86 Where a Payment defaults, is 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 or EA Subcontractor (as applicable) shall make a written request to the Customer for Payment in Full within seven (7) days before taking any further Enforcement Action.

1.87 In the event that a Payment exceeds the total amount for which the Customer is liable the Supplier or EA Subcontractor (as applicable) shall notify the Customer in writing and issue a refund.

- **Payment Arrangements**

1.88 The Supplier or EA Subcontractor (as applicable) may enter into lawful arrangements with the Customer in order to secure Payment in Full of any outstanding sums ("Payment Arrangement").

1.89 Payment Arrangements must be lawful and in accordance with Buyer requirements and recognised industry best practices.

1.90 The Supplier must receive prior approval in writing 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.

1.91 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.

1.92 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.

1.93 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**

1.94 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 Staff.

1.95 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.

1.96 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

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

1.98 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.

1.99 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 will not be applicable.

1.100 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.

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

1.102 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 Paragraphs 2.44 to 2.47 below.

1.103 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

1.104 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 and disbursement charged to the Buyer is readily identifiable.

1.105 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.

1.106 Where The Buyer when acting reasonably determines and advises the Supplier in writing, 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.

1.107 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 promptly, upon request of The Buyer.

1.108 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.

1.109 Where multiple Warrants are outstanding in respect of the same Customer, the Supplier shall ensure that when visiting the Customer all such Warrants provided by The Buyer and all other Warrants held by other Creditors are executed. 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.

1.110 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 use best endeavours to ensure full payment and closure of 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 to the Buyer in writing for confirmation of required action.

- **Remittance to the Buyer of Revenue**

1.111 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 Buyer as part of the Buyer's Call-Off Contract.

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

1.113 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.

1.114 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

1.115 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.

1.116 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:**

1.117 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 (VRM) as defined by the Buyer.

1.118 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 Paragraph 1.115 above.

1.119 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.

1.120 The Supplier shall, in respect of any Remittance of which it has failed to provide all information as required by paragraph 1.115 above, provide such missing information in writing to The Buyer within five (5) Working Days of receipt of the relevant sum.

- **Currency**

1.121 All Revenue shall be paid to The Buyer in pounds Sterling unless:

1.121.1 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

1.121.2 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

1.122 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.

1.123 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 Supplier's Staff.

1.124 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**

1.125 The Supplier shall operate and maintain a system which the Supplier shall use to provide the Buyer with a single view of activity on all cases, that will have the following minimum capability:

- 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, prompt, consistent and accurate information flows.
- Provide current case status information

Buyer Portal

1.126 The supplier must provide user access controlled (both Buyer and Supplier access controlled) instant access to a secure, auditable (all updates, information, processing, changes) online portal that enables Buyers to view the current status and all historic actions taken on each individual account placed, and allows for the 2-way flow of information requests and responses between the Supplier, the Buyer and the EA Subcontractor relating to Customer queries that as a minimum should include;

- A Supplier unique identifier
- The Buyers Customer account number
- The Creation date of the account on The Supplier Case Management System
- Assigned Date of the account to any EA Subcontractor
- The Debt Type
- The Original debt balance and current debt balance
- The Customer's name and address and telephone number

1.127 The Supplier shall ensure the Buyer Portal has, as a minimum;

- Functionality for each Buyer to have a minimum of 250 concurrent users using the Buyer Portal simultaneously.
- Functionality for The Buyer to raise multiple types of queries, The Supplier shall provide the facility for at least 20 query types as specified by the Buyer.
- Functionality for a minimum of 5 types of separate Buyer escalation route categories as specified by the Buyer.
- A minimum of 800 characters to be available for the Buyer to report the query
- Functionality for the Buyer and Supplier to send and receive attachments, upload files & attach telephone recordings securely and protecting customer data
- An alert feature for any system timeout to enable The Buyer to save work in progress
- Functionality for the Buyer to have multiple caseworker accesses and to filter on a single caseworker name.
- Search facility for the Buyer to search for Customer records using;
    - the suppliers unique ID
    - Sub-Contractor reference
    - Buyer customer reference
- Functionality for all Buyer caseworkers to allocate Queries to any staff including to themselves.

- Functionality to allow the Buyer to filter cases using a range of parameters specified by the Buyer

1.128 Buyer Portal access times will be agreed with the Buyer but as a minimum should be available to cover Monday to Saturday 7am to 8pm

Suppliers Help Desk

1.129 The Buyer requires The Supplier to provide a free of charge telephone number and on-line Help Desk supporting the provision of it's Buyer Portal.

1.130 The Help desk shall be available for both technical incidents and support requests including but not limited to:

- Service incidents
- New user accesses
- Password resets
- Amendments to user roles or profiles
- Technical issues

1.131 The supplier shall log and acknowledge all service & technical incidents reported to the Help Desk and promptly issue an email acknowledgement to the Buyer when the incident is resolved.

1.132 The Supplier shall promptly acknowledge all support requests and confirm back to the user or Buyer contact by email as appropriate that the request has been actioned and completed.

1.133 The Supplier shall agree with the Buyer during implementation the category, prioritisation and timeframe for resolution of help desk incidents and support requests reported by the Buyer. However, at a minimum The Buyer would expect from the Supplier that:

- Password resets to be actioned within 4 hours of receipt of the request
- New users and/or amendments to user roles to be completed within 1 working day of the request.
- All technical incidents impacting system or functionality availability to be reported to The Buyer within 1 hour of discovery
- Complete service failure to be restored within 72 hours.

1.134 The Supplier's Help Desk shall be available within normal Working Hours of:

- 8am to 8pm Monday to Friday
- 9am to 4pm Saturday

1.135 **T**he Supplier should provide a monthly report to the Buyer by email detailing the system availability during the month and number and nature of incidents raised with the Help desk.

1.136 The Buyer Portal must enable Buyer's to self-serve a range of on-line reports including but not limited to;

- EA Subcontractor performance,
- EA Subcontractor rates of debt collection and
- Query management.

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

1.137 The Supplier, acting directly or through it's EA Subcontractors. shall track the location of its Enforcement Agents 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.

1.138 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.

1.139 The Supplier shall provide The Buyer and any OSP with remote access via a web portal to the Case Management System (or for the purposes of the Buyer ensure this is available through the Buyer Portal) for the purpose of viewing all data relating to the Services contained within the Case Management System.

1.140 The Supplier shall ensure that data provided to the Buyer via the web portal provided under paragraph 1.137 is displayed in an easily read format.

- **Interfaces**

1.141 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

1.142 The Supplier shall exchange data with any OSP in accordance with the Buyer's specific requirements and as defined within the Call-off Contract

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

1.144 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

- **Mobile ANPR units**

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

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

1.147 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 listed on the Warrant of Control

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

1.149 The Supplier or EA Subcontractor 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.

1.150 Where the Supplier or EA Subcontractor locates, using ANPR technology, the vehicle of a Registered Keeper who is believed to be the subject of an outstanding Warrant, the Supplier or EA Subcontractor 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 or EA Subcontractor shall not be entitled to recover additional Enforcement Fees from the Buyer for this enquiry.

1.151 Where the DVLA enquiry performed by the Supplier under Paragraph 1.147 above, returns a Registered Keeper and address that matches the details of the Customer in question, the Supplier may immobilise as per Paragraphs 2.34-2.47 below.

1.152 If the DVLA enquiry performed under Paragraph 1.147 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.

1.153 Where the DVLA enquiry performed under 1.147 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.

1.154 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.

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

1.156 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**

1.157 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**

1.158 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.

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

1.160 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.

1.161 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

1.162 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").

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

1.164 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.

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

2 Section 3 Selected Enforcement Services

2.86 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 20.0)**

2.87 Prior to receipt of the Warrants, the Supplier shall 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.

2.88 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 via email with The Buyer and any OSP.

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

2.90 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.

2.91 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.

2.92 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.

2.93 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.

2.94 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.

2.95 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.

2.96At least thirty (30) days prior to the Return of a Warrant to any Buyer or OSP, 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.

2.97The 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.

2.98The Supplier shall not undertake Enforcement Action in the following circumstances:

- Where the Buyer or Supplier identifies that 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;
- where the Customer is on a tour of duty with the armed forces (which shall be verified by the Supplier).

2.99The above list is not exhaustive and does not supersede any statutory guidance on debt recovery

2.100 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.

2.101 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 in writing 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.

2.102 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.

2.103 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, where necessary and the Customer named in the Warrant.

2.104 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.

2.105 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.

2.106 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)

2.107 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.

2.108 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**

2.109 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.

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

2.111 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.

2.112 The Supplier shall not permit any member of its Supplier Staff 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.

2.113 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.

2.114 Enforcement Agents shall only enter premises as part of the Enforcement Process

2.115 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 Law.

2.116 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.

2.117 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

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

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

2.119 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.

2.120 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.

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

2.122 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.

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

2.124 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.

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

2.126 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.

2.127 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 Paragraph 2.54 to obtain permission to sell.

2.128 Following the DVLA enquiry response required under Paragraph 2.42, 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.

2.129 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.

2.130 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.

2.131 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.

2.132 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**

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

2.134 The Supplier shall obtain prior written approval from the Buyer for any auction house or internet auction to be used for the Sale of Goods.

2.135 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.

2.136 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:

2.137 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.

2.138 This information shall also be made available to any OSP and the Customer on request.

2.139 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.

2.140 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**

2.141 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.

2.142 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.

DRS Managed Enforcement Services Specification

3 Execution of Arrest Warrants (URN 20.0a- b)

3.86 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.

3.87 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.

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

3.89 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.

3.90 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.

3.91 The Supplier shall comply with all legal requirements regarding the health and safety of both their Staff and the Customers 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.

3.92 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.

3.93 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.

3.94 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 promptly for guidance/next steps which may include the requirement to withdraw the Warrant and reissue in a new Court area.

- **Cessation of Activity**

3.95 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**

3.96 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 20.0c)

4.86 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.

4.87 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.

4.88 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 written communication at the property confirming the time/date of the Visit.

4.89 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.

4.90 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.

4.91 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.

4.92 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.).

4.93 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.

DRS Managed Enforcement Services Specification

5 Arrest Warrants Without Bail (URN20.0b)

5.86 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.

5.87 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.

5.88 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.

5.89 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 20.0c)**

5.90 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) Services (URN 20.0d) (Optional Service)

6.86 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. 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.

6.87 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

6.88 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.

6.89 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.

6.90 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.

6.91 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.

6.92 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.

6.93 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.

6.94 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.

6.95 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

6.96 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 the Buyer's Call-Off Contract.

6.97 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.

Part L Annex 1

Commented [1]: check referencing to Supplier with Eileen

Supplier, Contract and Relationship Management

1 The following sections outline CCS and The Buyers minimum key behavioural requirements of The Supplier when delivering supplier, contract and relationship management functions. They are taken from the Skills for the Information Age (SFIA 7) skills that can be found at https://sfia-online.org/

Subcontractor, Contract and Relationship Management

1 The following sections outline CCS and the Buyers minimum key behavioural requirements of the Supplier when delivering Subcontract, Contract and relationship management functions. The Supplier must demonstrate each of the requirements at all of the levels specified below. They are based on the Skills for the Information Age (SFIA 7) skills that can be found at https://sfia-online.org/ The SFIA refers to Suppliers, whereas this Contract refers to Subcontractors to ensure consistency of terminology.

2 What we mean by Subcontractor Management

2.1 The alignment of the Supplier's Subcontractor performance objectives and activities with sourcing strategies and plans, balancing costs, efficiencies and service quality. The establishment of working relationships based on collaboration, trust, and open communication in order to encourage co-innovation and service improvement with Subcontractors. The proactive engagement of Subcontractors for mutual benefit to resolve operational incidents, problems, poor performance and other sources of conflict. The use of clear escalation paths for discussing and resolving issues. The management of performance and risks across multiple Subcontractors (internal and external) using a set of agreed metrics.

2.2 Subcontractor management: Level 7

2.2.1 Determines overall Subcontractor management strategy, embracing effective management and operational relationships at all levels. Leads collaborative Subcontractor partnerships that reduce costs and risks, and create opportunities for innovation and value creation. Aligns Subcontractor performance objectives and relationship management activities with business and commercial

objectives and sourcing strategies. Establishes a framework to monitor the service provided and deliver commercial value over the lifetime of the contract. Puts in place, and has overall responsibility for, conformance to legislation; supply chain management; commercial governance; risk management policies for selection of Subcontractors and benchmarking their performance. Represents the organisation in commercially significant disputes involving Subcontractors.

2.3 Subcontractor management: Level 6

2.3.1 Develops organisational policies, standards, and guidelines to ensure effective Subcontractor management across the integrated supply chain. Defines the approach for commercial communications, and the management and maintenance of the relationship between the organisation and Subcontractors. Creates an environment in which the organisation and its Subcontractors collaborate to their mutual benefit, ensuring positive and effective working relationships are developed and maintained across the supply chain. Ensures that resources and tools are in place to conduct bench-marking. Reviews Subcontractor analysis and assesses effectiveness across the supply chain. Assures that the quality of the services delivered by Subcontractors meet contractual commitments and business needs. Manages risks associated with information security, continuity and integrity of supply.

2.4 Subcontractor management: Level 5

2.4.1 Manages Subcontractors to meet key performance indicators and agreed targets. Manages implementation of Subcontractor service improvement actions. Use Subcontractors' expertise to support and inform development roadmaps. Manages operational relationships between Subcontractors. Ensures potential disputes or conflicts are raised at an early stage, with clear escalation paths for resolving them. Performs bench-marking and makes use of Subcontractor performance data to ensure that Subcontractor performance is properly monitored and regularly reviewed. Identifies constraints and opportunities when negotiating or renegotiating contracts.

2.5 Subcontractor management: Level 4

2.5.1 Collects Subcontractor performance data and investigates problems. Monitors and reports on Subcontractor performance, customer satisfaction, and market intelligence. Validates that Subcontractors' performance is in accordance with contract terms. Engages proactively and collaboratively with Subcontractors to resolve incidents, problems, or unsatisfactory performance. Implements Subcontractor management-related service improvement initiatives and programmes.

2.6 Subcontractor management: Level 3

2.6.1 Acts as the routine contact point between the organisation and Subcontractors. Supports resolution of Subcontractor related incidents, problems, or unsatisfactory performance. Collects and reports on Subcontractor performance data.

2.7 Subcontractor management: Level 2

2.7.1 Assists in the collection and reporting on Subcontractor performance data. Assists with the routine day-to-day communication between the organisation and Subcontractors

3 What we mean by Contract Management

3.1 The overall management and control of the operation of formal contracts for supply of products and Services

- **3.2 Contract management: Level 6**

3.2.1 Negotiates and resolves contractual issues, including failure to meet contractual obligations. Promotes change control processes and leads variation negotiations when necessary. Champions continuous improvement programmes, jointly developing strategies and incentives to enhance performance. Undertakes comprehensive financial evaluations. Ensures non-discriminatory behaviour and legal compliance. Ensures that lessons learned from reviews are documented and promoted with all stakeholders. Develops broad industry/ category credentials as 'best practice' champion.

- **3.3 Contract management: Level 5**

3.3.1 Oversees and measures the fulfilment of contractual obligations. Uses key performance indicators (KPIs) to monitor and challenge performance and identify opportunities for continuous improvement. Develops strategies to address under-performance and compliance failures, including application of contract terms. Identifies where changes are required, evaluates the impact, and advises stakeholders about the implications and consequences for the business and/or the procurement element of programmes/projects. Negotiates variations and seeks appropriate authorisation. Actively supports and engages with experts and stakeholders to ensure continuous improvements are identified through review and benchmarking processes. Develops and implements change management protocols.

- **3.4 Contract management: Level 4**

3.4.1 Sources and collects contract performance data (such as pricing and supply chain costs), and monitors performance against KPIs. Identifies and reports under-performance and develops opportunities for improvement. Monitors compliance with Terms and Conditions and take appropriate steps to address non-compliance. Pro-actively manages risk and reward mechanisms in the contract. Monitors progress against business objectives specified in the business case. Identifies where change is required, and plans for variations. In consultation with stakeholders, ensures that change management protocols are implemented

4 What we mean by Relationship Management

4.1 The systematic identification, analysis, management, monitoring and improvement of stakeholder relationships in order to target and improve mutually beneficial outcomes. Gains commitment to action through consultation and consideration of impacts. Design the relationship management approach to be taken; including roles and responsibilities, governance, policies, processes, and tools, and support mechanisms. Creatively combines formal and informal communication channels in order to achieve the desired result.

- **4.2 Relationship management: Level 7**

4.2.1 Determines the strategic approach to understanding stakeholder objectives and requirements. Works with all interested parties to establish effective relationships between stakeholders, including responsibility for the relationship between technology functions and end users. Establishes and promotes the overall vision for how stakeholder objectives are met and determines organisational roles and alignment. Actively manages relationships with the most senior stakeholders, and is the ultimate escalation point for issue resolution. Defines, and gains agreement on, the principles for establishing effective relationships between stakeholders, including responsibility for the relationship between IT functions and end users.

- **4.3 Relationship management: Level 6**

4.3.1 Leads the development of comprehensive stakeholder management strategies and plans. Builds long-term, strategic relationships with senior stakeholders (internal and external). Facilitates the engagement of stakeholders and delivery of services and change projects, acting as a single point of contact for senior stakeholders, facilitating relationships between them. Negotiates to ensure that stakeholders understand and agree what will meet their needs, and that appropriate agreements are defined. Oversees monitoring of relationships including lessons learned and appropriate feedback. Leads actions to improve relations and open communications with and between stakeholders.

- **4.4 Relationship management: Level 5**

4.4.1 Identifies the communications and relationship needs of stakeholder groups. Translates communications/stakeholder engagement strategies into specific activities and deliverables. Facilitates open communication and discussion between stakeholders, acting as a single point of contact by developing, maintaining and working to stakeholder engagement strategies and plans. Provides informed feedback to assess and promote understanding. Facilitates business decision-making processes. Captures and disseminates technical and business information.

- **4.5 Relationship management: Level 4**

4.5.1 Implements stakeholder engagement/communications plan. Deals with problems and issues, managing resolutions, corrective actions, lessons learned and the collection and dissemination of relevant information. Collects and uses feedback from customers and stakeholders to help measure effectiveness of stakeholder management. Helps develop and enhance customer and stakeholder relationships.