CCS For Information

CPV Codes

- 79342400 - Auction services
- 63120000 - Storage and warehousing services

Part I Lots 8 -13 Structure URN 8.0 - 13.0

Definitions

These definitions apply to this Part I

Term	Definition
Auction House	is a company that facilitates the buying and selling of Assets
CCTV	Closed Circuit television, or equivalent security camera system
Debentures	has the meaning given to it in clause 15.1 of Part B Service Specific Requirements of Part I Lot 8 Structure URN 8.0, of Schedule 1 (Specification)
Notice	has the meaning given to it in clause 5.4 of Part B Service Specific Requirements of Part I Lot 8 Structure URN 8.0, of Schedule 1 (Specification)
Other Assets	mean any Goods or Assets that have not been defined in the Contract or the Buyer's Call-Off Contract and the Buyers own Goods or Assets (including but not exclusive to end of life Goods or Assets / service vehicles, equipment, low value Assets)
Proceeds of Crime Act	means the The Proceeds of Crime Act 2002, or any revisions to this
Security Systems	the Supplier's methods (including Supplier Staff, IT, equipment, hardware, processes, procedures and controls) of ensuring the security of Goods or Assets being stored, transported or held by the Supplier as part of the Service
Specialist Auction	an auction that is for a specific category of items or specific items(s) that is facilitated by

	auctioneers that are recognised industry experts in that specific category or items(s)
Suppliers Senior Personnel	The Supplier's Staff responsible for detailed Appraisals
Tools of Trade	such tools, books, vehicles and other items of equipment as are necessary to the Customer for use personally by them in their employment, business or vocation
Sales Remittance Note	The information provided by the Supplier to the Buyer that describes the item sold and information about the sale including that outlined at Paragraph 1.22 of this Schedule 1 (Specification) Part I Lots 8 -13 Structure URN 8.0 - 13.0
Unclaimed Property	means where no owner can be identified and no persons have come forward to claim ownership of the property or Goods

The Auctioneers service requirement will be let across multiple regional lots as follows

Lot Number	Region	Post Code Areas Covered
8	London	BR, CR, DA, EC, SE, E, EN, IG, N, RM, HA, NW, UB, W, WC, KT, SM, SW,TW
9	South of England	AL, CM, HP, LU, MK, SG, SS, WD, BA, BS, GL, OX, SN, SP, BH, DT, PO, SO, BN, CT, GU, ME, RG, RH, SL, TN. EX, PL, TA, TQ, TR
10	Midlands	B, CV, DY, HR, TF, WR, WS, WV, DE, DN, LN, NG, S, ST, CO, IP, CB, PE, NN, LE
11	North of England	BB, BL, CA, CH, DH, FY, L, LA, NE, PR, SR, WA, WN, TD, BD, DL, HD, HG, HX, LS, TS, WF, YO, CW, HU, M, OL, SK,
12	Wales	CF, LD, NP, SA, LL, SY
13	Northern Ireland	BT

For the purposes of identifying the Areas for which Auctioneer services are required, the Buyer will use Postcodes. Please see attached link Postcode areas

Suppliers are invited to bid for single or multiple lots**.** Any Supplier that is successful on all English regional lots will be considered for any Buyers requiring a Nationwide service

All clauses within this Part I shall apply to all lots 8-13.

1 Key Deliverables

1.1 The Supplier acting directly through their Subcontractors shall be required where instructed by the Buyer to;

Early Action

a) Securely receive, send and record data and information relating to all Cases Placed

b) Appraise and register all Assets, property, equipment or materials within a database and provide information to Buyers about the status of each.

c) Contact Customer individuals and businesses to settle Debts outstanding prior to the collection of Assets, property, equipment or materials and at various interventions as instructed by the Buyer.

Collection, Transportation and Sale

d) Securely remove and transport Assets, property, equipment or materials from a Site instructed by the Buyer and / or directly from the Customer to a secure storage facility

e) Securely store any Assets, property, equipment or materials.

f) Effectively market, promote and maximise sale value to the Buyer through disposal via sale of the items, Assets, property, equipment and materials.

Requirements

1.2 The framework can be utilised by a variety of different Buyers. The Supplier must be able to deliver all requirements, however not all of the above Key Deliverables will apply to all Buyers. All stages a to f as described above are likely to apply where a Buyer is using the service in line with taking control of Goods legislation, whereas stages b and / or d to f may only apply for example where the service is required with regards to the confiscated items in line with the Proceeds of Crime Act, or for the disposal of end of life vehicles. the Buyer will instruct the Supplier of what stages to apply and the relevant legislation, within their Call-Off Contract.

1.3 The volume and value of Assets, property, equipment or materials included in the Service will vary between Buyers and from Case to Case.

1.4 The Supplier may be required to provide, upon written request from a Buyer from time to time, a more specialist Service to the Buyer including but not exclusive to;

- high value motor vehicles;
- high value boats and yachts
- high value commercial or residential property
- specialised machinery and Equipment (including plant);
- computers and accessories;
- electrical Goods

- Goods that need a special licence or permit
- on-line only asset disposal

1.5 Buyer's reserve the right to directly refer Cases requiring specialist services to those Suppliers who have demonstrated specific capability and experience of having successfully delivered the Specialist Auction services, regardless of regional coverage.

1.6 If a Buyer selects more than 1 Supplier to deliver the Service, they will define their criteria for allocating work to the Supplier within their Contract

Standards

1.7 The legislation that enables Buyers to purchase these services will differ and will be specified by the Buyer within their Call-Off Contract, but it is expected that Suppliers and Subcontractors as applicable to the Service, as a minimum can operate the Services in line with;

- Tribunal Courts and Enforcement Act 2007
- Taking Control of Goods Legislation
- Property subject to a Proceeds of Crime Act 2002 (confiscation or forfeiture order);
- Property subject to an Immigration Act 1971 (Facilitation) investigation /order;
- Property subject to a depravation order under the Power of Criminal Courts Sentencing Act 2000 order;
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1.8 Any Enforcement Agent utilised to provide Services must have current Certification in accordance to statutory law for Enforcement, England and Wales (The Certification of Enforcement Agents Regulations 2014); Taking Control of Goods Commercial Rent Arrears

1.9 The Supplier must consistently and throughout the Term of the Contract, comply with the code of conduct of any professional body of which they are a member, such as the National Association of Valuers and Auctioneers (NAVA).

1.10 Prior to Service commencement, the Supplier will be expected to sign a declaration that neither they nor any personnel employed directly by them have criminal records.

1.11 The Service will be performed away from the Buyer's premises unlessApproved by the Buyer. The Supplier, subject to Approval from the Buyer, shall provide the services at such place or places that the Supplier in their expert opinion believes will deliver best value for money, taking into account the nature and circumstances of the Case.

1.12 The Supplier will ensure that any individual required to work on the Customer's premises shall, at all times comply with:-

- all relevant legislation in respect of security;
- all decisions, requirements, regulations, orders, instructions, directions or rules of the Buyer relating to security, as defined within their Call Off Contract, including any modification, extension or replacement thereof then in force.
- the Law

Retained Capability and Capacity

1.13 The Supplier will be required to retain or be able to access as a minimum the Supplier Staff, vehicles, facilities and premises as required by the Buyer and defined within their Call-Off Contract, to conduct Removals, store Goods and conduct public auctions. If these services are to be met by Subcontracting the work or by hiring/leasing premises and vehicles, they will need to advise/seek agreement in writing from the Buyer of these arrangements.

1.14 The Supplier must have the ability to conduct a sale on the Customer's premises (a Sale On Site") upon request from the Buyer where appropriate and after assessment of health and safety and associated risks in line with the Law and Good Industry Practise.

1.15 The Supplier will be expected to carry out additional duties as required such as conducting immediate Removal from a Customer's premises from time to time, when instructed by the Buyer in writing acting reasonably.

1.16 The Supplier shall have the continuous capability to deliver the Service for Other Assets and Unclaimed Property.

Invoicing

1.17 For Cases which will not result in a net payment to the Buyer, the Buyer will not pay for any services provided by the Supplier, unless the Supplier has previously advised the Buyer, in the form of a written Quotation, the extent of costs likely to be incurred, the Buyer has agreed in writing, such as issuing Service or Purchase Order, to pay such costs, and the Supplier has invoiced the Buyer.

1.18 As a minimum invoices will be required to show;

- the Buyer's unique purchase order / sales order / service order / Case Number (as defined by the Buyer within their Call-Of Contract)
  and
- an itemised breakdown of the services provided and the associated Charges.

1.19 Suppliers must ensure that the Buyer shall only be charged for time actually spent on a Case at the correct rates and that any appropriate discounts will be applied.

1.20 Invoices, on conclusion of the Case, should be addressed by the Supplier to the Buyer's representative as per instructions received on the individual Purchase Order/Service Order for each Case.

1.21 Invoices should be sent by the Supplier to the Buyer no later than 7 calendar days following completion of an Case

Sales Remittance

1.22 For services rendered in respect of a sale of items, the Supplier will only retain disbursements allowable in accordance with Regulations 8, 9 & 10 of The Taking Control of Goods (Fees) Regulations 2014, unless agreed with the Buyer. In the event of a co-ownership, the Supplier shall ensure that the Buyer's share of the proceeds are proportionate to the Buyer's interest (money owed to the Buyer) in comparison with any co owner, and the Supplier shall notify the Buyer in writing promptly of how this has been

achieved. Any balance shall be promptly sent by the Supplier to the Buyer with their sales statement.

1.23 The Sales Remittance Note must as a minimum provide:

- a description of the item of Goods sold;
- the date and venue where the item was sold;
- the sale price for the item; and
- details of any costs associated with the sale, such as Appraisal, Removal and commission;
- VAT deducted on the fees and charges if he is a “taxable person”;
- VAT deducted on the sale proceeds if the defaulter is a “taxable person”. This is to be processed through the Supplier’s normal accounting process and not included in any return to the Buyer;
- the cost of any electrical safety check(s) deducted.

1.24 The Supplier must make payments due to the Buyer following the sale of an item within 10 days of the sale.

1.25 The Supplier should agree with the Buyer in writing the reference number to be included with the payment such as Case or Purchase Order number.

1.26 The Supplier should have the facility to make payment of the net proceeds of any sale to the Buyer, by a variety of methods including but not exhaustive to cheque or BACS.

Documentation and Security

1.27 Suppliers shall issue and retain possession of the appropriate Customer and Buyer documentation relating to the service, in line with the legislation under which the service is being delivered and as per the method defined by the Buyer in their Call-Off Contract

Audit of Services

1.28 the Buyer may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours upon the Buyer providing reasonable notice.

2 Receive, Record and Send Data and Information on all Case

2.1 The Supplier must be able to receive and send information relating to Cases via tracked courier delivery and by electronic means, as specified by the Buyer within their Call-Off Contract

2.2 The Supplier must record all information relating to Cases within an electronic database. The Data and information to be recorded will be specified by the Buyer within their Call-Off Contract, but as a minimum it is expected that that the data will include

- a unique reference number to each Case
- a record all information relating to action, Appraisal and status of any Case

- a record of all contact with the Customer and Buyer

3 Appraisal of Assets Prior to Seizure

1.1 Following receipt of a Case by the Supplier and a request from the Buyer for an Appraisal of Assets prior to seizure, the Supplier shall promptly assess the appropriate course of action.

1.2 An Appraisal should be carried out by the Supplier, using the Inventory only, wherever possible, to establish the value, size and fragility of the items, which will dictate the how the Supplier will remove Goods in terms of Supplier Staff and types of vehicle required

1.3 The Supplier shall contact the Customer and Buyer as appropriate to ensure an accurate Appraisal.

1.4 For each Case, the Buyer's expectation is that the Appraisal costs will be the equivalent of one hours work for the Supplier's Senior Personnel as detailed in Schedule 3 (Framework Prices)

1.5 Where the Supplier believes that a more detailed Appraisal is required which will take more than one hour then this must be agreed with the Buyer in writing prior to being included within the Charges.

1.6 Where the Buyer agrees that a more detailed Appraisal should be made the Timesheets must be kept and the time, date and action taken in delivering the Service should be recorded by the Supplier and provided to the Buyer promptly

1.7 For the majority of Cases the Supplier's Appraisal costs will be paid by the Buyer at a rate equivalent to one hour of work for the Suppliers Senior Personnel, unless the Buyer has previously Approved the Supplier Charges for a more detailed Appraisal.

1.8 Contacting Customers To Settle Debts Prior to Collection

1.9 At the request of the Buyer, The Supplier should contact the Customer where appropriate and in accordance with the process provided by the Buyer within their Call-Off Contract to inform them of the consequences of non-payment.

1.10 The Supplier must be able to provide and receive contact to and from Customers by a range of mediums including letter and telephone and others as specified by the Buyer in their Call-Off Contract

2 Formal Appraisal, and Buyer Liaison Before Removal Action URN 8.0b

2.1 The Supplier shall carry out a full check and formal Appraisal of the items which were seized. This should be completed from the details on the Inventory in the majority of Cases, or as agreed with the Buyer in their Call-off Contract.

2.2 The Supplier must;

- undertake a full risk assessment, according to industry best practice, to ensure that the items seized conform to relevant safety standards, as aligned to industry best practice, where appropriate and can be safely removed;
- liaise with the Buyer by telephone to ensure the debt is still unpaid and the details of the Case have not changed;

- conduct Removal and Sale, unless it is more appropriate and the Buyer has Approved the Goods to be Sold On Site

3 Customer Payments

3.1 If the Buyer becomes aware of a payment made by the Customer then the Buyer will notify the Supplier in writing of the revised debt balance and provide any necessary instructions on how to proceed.

3.2 If the Customer contacts the Supplier directly to advise they have paid all or some of the debt then the Supplier must ask the Customer for evidence of payment and once produced, they should promptly contact the Buyer immediately to discuss the position.

3.3 If the Customer pays the Debt plus, all costs, fees and interest (costs, fees and interest are as defined and calculated per the Taking Control of Goods Fees Regulations 2014) after the Supplier has accepted the Case but prior to the Sale, then the Buyer, upon confirmation of receipt, will release the any Goods or Assets that are under the Buyer's control as per the Taking Control of Goods Act 2014 and advise the Supplier to cease all activity on the Case.

3.4 Where the Customer contacts the Supplier to make payment of the debt to avoid Removal and sale they should be promptly referred to the Buyer to make payment directly to the Buyer.

3.5 Where the Supplier has made arrangements via a third party to remove Goods and this is no longer required as the Customer has discharged their liability, any costs and charges incurred in making those arrangements are considered as included in the reasonable costs, according to industry best practice, of Removal and may be Charged by the Supplier to the Buyer. The Supplier must provide the Buyer with the invoice from the third party to support the cancellation of fees.

4 Professional and Technical Advice

4.1 The Supplier will provide ongoing access to information and expertise as part of the Service to the Buyer to enable the Buyer to understand the value of Goods seized through action and any end-of-life or unclaimed Goods that the Buyer is responsible for.

4.2 Where the Buyer chooses to sell an item through a specialised auction, they will advise the Supplier in writing and The Supplier shall promptly advise the Buyer in writing of the most appropriate auction format to be used to provide the maximum return from the Sale of Goods, whilst trying to ensure that the sale of the item is ensured.

4.3 The Supplier must provide the best value for money for:-

- storage for the item (s);
- method of transportation for the item (s) to the Auction House or place of sale; and
- type of packing for the selected storage and transport types.

4.4 The Supplier must demonstrate that the Service and advice given is in the best interest of the Buyer and that any potential conflicts of interest, such as a commission being earned through the sale of an item, is avoided.

4.5 The Supplier shall provide professional and technical advice to the Buyer regardless of the type of the stages of the service that are being procured by the Buyer

Removal / Collection, Storage, Transportation and Sale

5 Removal / Collection URN 8.0c

5.1 The Supplier will arrange the Removal / collection and transportation of items from the Buyer's or Customer's premises as instructed by the Buyer in writing.

5.2 If Removal is from a Customer's premises and the Customer or a responsible person is not present at the time of intended Removal the Supplier will leave a letter (supplied by the Buyer) for the Customer demanding payment and advising that a further visit will be arranged to remove the Goods, unless specified by the Buyer. Removals should be pre-arranged with the Customer wherever possible.

5.3 Following a return visit, the Customer or a responsible person is still not present then the Supplier will not make repeat visits after that without the Buyer's express written permission.

5.4 Where appropriate The Supplier will issue a written Notice that includes advice to the Customer that their Goods have been removed for storage or sale in accordance with Regulation 32 of the Taking Control of Goods Regulations 2013. Items will be regarded as "held in trust" by the Supplier and all receipt paperwork must acknowledge that ownership of the item remains with the Customer until the time that receipts from the sale have been received and cleared.

5.5 The Supplier may Charge the Buyer Labour Charges as per Schedule 3 (Framework prices) for up to 2 Supplier staff including a driver of the Removal vehicle and a porter, when Goods are removed only.

5.6 The Supplier must have Security Systems in place to assure the safety of items in their possession.

5.7 Suppliers must also have in place adequate insurance relative to the retail value (equivalent to the current selling price in the open market) of Goods whilst in their possession prior to sale to cover accidental damage, theft or loss. Possession is determined by the Buyer as being from the point the Supplier removes the Goods up until the point the Goods are either no longer in the Supplier's possession or under the Supplier's control.

6 Supplier Vehicles URN 8.0d

6.1 There is an expectation that on occasions the Supplier will require the use of a vehicle (either their own or if necessary hired) to enable the Removal / collection and transportation of Goods. All vehicles used by the Supplier must be of the appropriate category of vehicle, roadworthy, suitably tested and insured and operated in an environmentally friendly manner, according to industry best practice.

7 Immediate Removal

7.1 the Buyer will give advance notice to the Supplier wherever possible but in Cases where immediate Removal is necessary the Supplier must have the ability to carry this out without notice, providing sufficient transport and personnel:-

- Whenever required Taking Control of Goods actions must commence between 06:00am and 9:00pm, or where trading is wholly or partly outside those hours, so Removal may be any time after commencement) and;
- At the Customer's premises or wherever the Goods are held;
- Within any part of the Supplier's designated area or region.
- In accordance with the Law

7.2 The Supplier must have the ability to conduct immediate Removal simultaneously where Goods are held at a number of premises owned or used by the Customer. This exceptional situation will be managed in close liaison with the Buyer.

8 Storage URN 8.0e

8.1 The Supplier will store items on the Buyers behalf prior to sale in an appropriate and secure storage facility, according to industry best practice.

8.2 When instructed by the Buyer, The Supplier will issue a Notice that Goods have been removed for storage or sale in accordance with Regulation 32 of the Taking Control of Goods Regulations 2013. Items will be regarded as "held in trust" by the Supplier and all receipt paperwork must acknowledge that ownership of the item remains with the Customer until the time that receipts from the sale have been received and cleared.

8.3 The Supplier must have security systems in place including CCTV to assure the security of items in their possession.

8.4 The Supplier must also have in place adequate insurance for the retail value of Goods whilst in their possession prior to sale to cover accidental damage, theft or loss. Possession is determined by the Buyer as being from the point the Supplier uplifts the Goods up until the point the Goods are either no longer in The Supplier's possession or under The Supplier's control.

9 Returning the Customer's Goods

9.1 Where the Goods have been removed from the Customer's premises before payment is made and a payment is subsequently made, and the action was legally sound, it is the Customer's responsibility to recover and transport the Goods back to their premises.

10 Sale - Auction Planning and Advertising URN 8.0f

10.1 The Supplier must ensure that,

- items will be included into auctions in which there will be maximum interest;
- catalogues and auctions are marketed to generate the required levels of interest so as to ensure the best level of return is obtained for the Buyer.

10.2 Unless specified by the Buyer within their Call-off Contract, the Buyer requires that all Goods shall be sold at public auction, this is taken to include either saleroom or internet, unless otherwise agreed with the Buyer, and courts as appropriate

10.3 Suppliers must retain market awareness and be able to advise the Buyer on the most appropriate times and types of auctions that should be used for the sale of items so as to ensure the maximum return.

10.4 Suppliers shall utilise Specialist Auctions where this is deemed by the Buyer to be the most appropriate method of sale for specialist items.

10.5 Where Specialist Auction sales are used, the Supplier will be required to manage the process on behalf of the Buyer so as to ensure that any commission or costs incurred in the sale can be deemed to be cost effective.

10.6 The Supplier must ensure that potential bidders are allowed access to view and collect the Goods and that all health & safety and insurance requirements as defined by the Buyer within their Call-off Contract are adhered to.

10.7 The Supplier will be required to make use of all options, including the internet and specialist publications to advertise and illustrate the Goods to best advantage to maximise the sale value. This is particularly relevant where realisations are improved by viewing articles in an assembled condition.

10.8 The Supplier must arrange Sale On Site" where it is sensible to do so and more advantageous to the Buyer.

11 Sale - Auction Saleroom Services URN 8.0f and 8.0g

11.1 The Supplier is required to provide a variety of salesroom services to prospective buyers including, but not exclusive to, proxy bidding, telephone bidding, and commission services.

11.2 Telephone bidding and commission bids options must be made available by the Supplier as part of the auction process, to a wide customer base and be user-friendly.

11.3 The role and performance of the Supplier is seen by the Buyer as being a key enabler in ensuring the sale of the items for the highest possible return. The Suppliers must have previous experience in holding auctions for the types of items seized by the Buyer's action.

11.4 Suppliers must be able to promptly demonstrate to the Buyer upon written request, a track record for obtaining sale prices in line with current market values, although no reserve should be set in the auction.

11.5 The Supplier will be required to promptly provide a status report that describes what is happening with Goods or Assets starting with the collection by them or delivery to their saleroom up until the point where a payment has cleared.

11.6 For audit purposes, such records must be maintained and made available to the Buyer for a period of six years following the sale of an item.

12 Progress Reports

12.1 the Buyer will not contact the Supplier while the Case is in their hands unless there has been a change in circumstances. It will be the Suppliers responsibility to telephone or contact the Buyer to check the payment status of Case at key points, as determined

by industry best practice, in the process prior to carrying out an intervention i.e. calling at premises, Removal and sale of Goods.

12.2 The sale should be completed promptly and within 4 weeks of being handed the Case. Exceptionally, if the Supplier has not completed the sale within 4 weeks of the Case being Placed, they should provide a report to the Buyer giving the reason for the delay. For the avoidance of doubt, 4 weeks is considered by the Buyer to be the maximum timescale and the Buyer will expect the Supplier to have concluded proceedings in a shorter period in the vast majority of Cases.

12.3 The Supplier will return details of the outcome of the Cases, as defined by Buyer requirements in their Call Off Contract, to the Buyer within 10 days of the sale.

12.4 Where the Supplier fully expects that sale of the Goods will cover all costs incurred by the Supplier to the date of sale and the additional costs that will be incurred plus some of the Buyer's debt, the Supplier should promptly contact the Customer in writing, to:-

- inform them of the consequences of non-payment;
- carry out a full check and formal Appraisal of the items which were seized. This should be completed from the details on the Inventory in the majority of Cases. Appraisal may be carried out after Removal dependent upon the circumstances, according to industry best practice;
- undertake a full risk assessment using good industry practise to ensure that the items seized conform to relevant safety standards, aligned to industry best practice where appropriate and can be safely removed; and liaise with the Buyer by telephone to ensure the debt is still unpaid and the details of the Case have not changed;
- conduct Removal and sale, unless the Supplier believes it is more appropriate, according to best industry practice and the Buyer has Approved the Goods to be Sold On Site.

12.5 The Supplier should account for any VAT charged to the Buyer. This should be charged to the Buyer and accounted for by them through their normal VAT accounting process, as agreed by the Buyer during Implementation.

12.6 At any point during the progression of an Case, if the Supplier is of the opinion that the Case is no longer viable to continue, they should promptly advise the Buyer in writing, including a full explanation with potential costs, and the Buyer will advise the Supplier, in writing, as to how to proceed.

12.7 At all points of contact with the Customer, and/ or the Buyer, during the Case the Supplier will be required to use an unidentifiable Case reference which will be provided by the Buyer at the start of each Case.

13 Administration

13.1 The Supplier will be required to provide all the Supplier Staff, Key Staff, IT and infrastructure and equipment required to deliver the Service, which will include but may not be limited to the following:-

- maintaining appropriate records for all items held by the Supplier on behalf of the Buyer;

- arranging for collection, storage and sale of items as and when required within the Buyer's deadline and
- providing efficient and timely secretarial and administrative support.

13.2 the Buyer will reimburse the Supplier for courier charges if the Buyer deems these to be reasonable and has agreed the use of such services in writing.

14 Monitoring of Supplier's Performance

14.1 The Supplier's nominated Contract Manager shall, at no additional cost to the Buyer, provide basic management information reports, as agreed with the Buyer, to the Buyer from the commencement of the contract.

14.2 the Buyer will, at their discretion, monitor and review the Supplier's performance including:-

- periodically attending auctions;
- checking invoices submitted to ensure accuracy of the fees and charges claimed;
- ensuring the Supplier is meeting their legal obligations in respect of direct and indirect taxes;
- ensuring the Supplier has adequate insurance in place to cover seized Goods during transit and storage;
- meetings with the Supplier for audit and control purposes.

15 Third Party Interventions

15.1 The Supplier may need to react promptly, if instructed by the Buyer in writing, to a number of events that may occur following action being taken. In any of these instances The Parties much notify each other promptly in writing. The most common are detailed below but other incidents may arise:-

- complaints received by the Supplier against the Field Force Agent, Supplier or allegations that the TCoG is unlawful, irregular or illegal should be referred to the the Buyer immediately;
- a Customer may complain to the Buyer or Supplier that the Buyer has seized their necessary Tools Of Trade";
- third Party Claims may arise including retention (or reservation) of title (ROT), bills of sale, hire purchase (HP), conditional sale, lease agreements and debentures (fixed and floating charges);
- another creditor such as a landlord or execution creditor may claim a prior action, or lien over the Goods or an execution creditor through the court may claim priority;
- The Customer or their Agent may take an injunction out to prevent the sale proceeding; Insolvency (through Company Administration, compulsory or voluntary liquidation, bankruptcy, Company Voluntary Agreement, Individual Voluntary Agreement or Partnership Voluntary Agreement may occur.

15.2 In all the above Cases, the Supplier should promptly:-

- suspend, but not abandon, the TCoG;
- contact the Buyer immediately and advise them of the circumstances;

- not admit to liability as a matter of routine (unless the circumstances suggest that is the appropriate response and this is advised by the Buyer to the Supplier in writing) or give the impression that costs will be waived;
- retain the Case papers unless the Buyer requests that they should be returned;
- be prepared to promptly make a written statement to the Buyer if a complaint alleges improper/unprofessional behaviour by the Supplier, that details all relevant information relating to the Supplier's actions in managing the Case;
- liaise with the Buyer (even when the matter can be resolved by the Supplier), in view of the Buyer/Supplier relationship the Buyer should be made aware of any difficulties;
- ask for written documentary evidence of a third party claim but this should not delay making contact with the Buyer.

16 Taking Control of Goods (TCoG) fees

16.1 The Fees must be added to the debt payable by the Customer in accordance with the Taking Control of Goods (TCoG) fees regulations 2014.

17 Primary actions fee

17.1 A Primary Actions Fee is payable to the Supplier in return for carrying out the preliminary work on a Case. The Primary Actions Fee covers;

- The Supplier receiving papers relating to Cases from the Buyer and signing for same as necessary;
- Carrying out a brief risk assessment (i.e. to review the Case information provided by the Buyer to establish that the item can be removed, considering issues such fragility and size and any other factors that the Supplier in its professional opinion would affect the Supplier's ability to conduct Removal of the Goods.);

18 Setting up a record;

18.1 Within 24 hours of receiving the Case The Supplier shall make contact with the Customer by telephone and by issuing a letter warning the Customer of the Supplier's intention to visit them and remove Goods, after 7 days if full payment is not made directly to the Buyer.

18.2 The Supplier must assess the appropriate course of action for the Case;

18.3 The Supplier shall return any papers to the Buyer by tracked delivery on conclusion of the Case.

18.4 An Appraisal should be carried out by the Supplier from the Inventory provided by the Buyer wherever possible to establish the value, size and fragility of the items, which will dictate the Removals methodology in terms of personnel and types of vehicle required

18.5 The Charges for the Senior Appraisal should include any administration costs associated with the Appraisal such as telephone contact costs with the Buyer, Customer or Removal firms

18.6 For each Case the Buyer's expectation is that the Appraisal costs will be the equivalent of one hours work for the Supplier's Senior Personnel as detailed in Framework Schedule 3 (Framework Prices)

18.7 Where the Supplier believes that a more detailed (formal) Appraisal or valuation is required which will take more than one hour then this must be agreed with the Buyer prior to any additional costs being incurred.

18.8 Where the Buyer agrees that a more detailed Appraisal should be made the Timesheets must be kept and the time recorded rounded to the nearest 15 minutes.

18.9 For the majority of Cases the Supplier's Appraisal costs will be paid by the Buyer at a rate equivalent of one hours work for the Suppliers Senior Personnel, unless the Buyer has previously agreed in writing to pay the Supplier for a more detailed Appraisal.

19 Removal and Storage Charges

19.1 The Removal charges are an hourly rate and are for the cost of the Supplier's personnel to remove Goods from the Customer's premises to the Supplier's premises.

19.2 Where there has been dialogue between the Supplier and Customer as part of early action, it is expected that a time and date will have been arranged between the Supplier and Customer to remove Goods. The Supplier Shall contact the Customer by telephone or in writing to offer the Customer the opportunity to deliver the Goods to the Supplier themselves to save costs to the Buyer. Any Subcontractor should be paid directly by the Supplier and a copy of the invoice submitted to the Buyer with the paperwork on conclusion of the Case.

19.3 There is an expectation that on occasions the Supplier will need to hire the appropriate vehicle, dependent upon the circumstances. All vehicles used by the Supplier must be roadworthy, suitably tested and insured, operated lawfully, and in an environmentally friendly manner, according to industry best practice.

19.4 the Buyer's expectation is that it should be possible to advertise and sell within 14 days of Removal in the majority of Cases. If Goods need to be stored at the Supplier's premises then this should be up to a maximum of 14 days unless agreed with the Buyer in writing.

20 Conclusion of Case

20.1 On conclusion of each Case the Supplier will, on a Case by Case basis, promptly send their sales statement and any appropriate invoice to the Buyer.

20.2 On conclusion of the Case any physical documentation, data and information, relating to the Case should be returned by the Supplier by a tracked delivery service, or an equivalent medium as instructed by the Buyer, to the Buyer.

20.3 The Supplier shall comply with the Buyer retention policy with regards to any electronic Cases, as set out within their Call-Off Contract.