Schedule 1 – Specification

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1.	GENERAL REQUIREMENTS
1.1	The Service Provider shall perform all requirements in accordance with all applicable Law.
1.2	The Service Provider shall obtain its own legal advice, as required, in order to ensure that it is performing the requirements in accordance with all applicable Law.
1.3	The Service Provider shall ensure that all data in respect of the Authority's work will be held in the United Kingdom.
1.4	Any collection technique or enforcement activity which is not contained in these requirements and which the Service Provider proposes to use in its performance of the Services may only be implemented with prior written approval from the Authority.
1.5	The Service Provider shall maintain an audit trail on the Service Provider IT System of all: • actions, enforcement steps and decisions taken by the Service Provider • contact with a Defendant or third party • correspondence sent and received by the Service Provider • enforcement action outcomes and Court directions notified to the Service Provider by the Authority • payments made to or made by the Service Provider • complaints received • claims against the Service Provider in the County Court in connection with these requirements.

1.6	All Staff involved in the handling of any Authority Data shall have security clearance appropriate to the security classification that has been allocated to the relevant Authority Data or activity. HM Government's security classifications (OFFICIAL, OFFICIAL SENSITIVE, SECRET and TOP SECRET) indicate the increasing sensitivity of information AND the baseline personnel, physical and information security controls necessary to defend against a broad profile of applicable threats. The Service Provider shall be expected to handle information classified as "Official" and "Official-Sensitive" only and shall ensure that all Staff have undergone an appropriate Disclosure Barring Service ("DBS") check. This shall include all temporary and relief personnel whether employed directly by or contracted to work for the Service Provider.
1.7	The Service Provider shall respond to any request for information from the Authority in respect of any Defendant within 1 (one) Working Day unless an alternative time scale for responding is specified within the Contract.
1.8	The Service Provider shall offer a variety of methods for members of the public (including any Defendant) to make an enquiry in respect of the activities performed by the Service Provider pursuant to these requirements. Such methods shall include, as a minimum, telephone, email, letter and online facilities. The Service Provider shall respond to all enquiries promptly and courteously and all responses provided shall be correct in accordance with all applicable Law. The Service Provider shall ensure that all Staff receive appropriate training to advise and deal with all enquiries received in relation to the provision of the Services.
1.9	The form of any standard templates for written communication sent from the Service Provider to any Court, Defendant, or other member of the public shall be approved by the Authority.

1.10	The Service Provider shall have clear policies on storage and management of all information provided to the Service Provider by the Authority from the Police National Computer ("PNC"). All information from PNC shall be protectively marked as OFFICIAL. This requirement is applicable to both government and non-government organisations. This means that any hard copy documents containing information provided from PNC must be protected by 1 (one) barrier, e.g. in a locked cupboard within a secure building. This is in accordance with the Memorandum of Understanding the Authority has for use of PNC. The Police reserve the right to withdraw the Authority's access to PNC.
1.11	The Service Provider will be required to work outside of their Region in order to execute specific Warrants or Orders that originate from their allocated Region.
1.12	The Service Provider shall, prior to the Service Commencement Date, agree with the Authority a protocol for dealing with any complaints made to, or in respect of, the Service Provider in connection with its provision of the Services, the protocol shall be implemented by the Service Provider throughout the Contract Period.
1.13	All hard copy records held by the Service Provider containing Personal Data shall be stored, transported and disposed of securely. Sensitive waste paper must be collected separately from normal waste, and stored securely pending confidential destruction.
1.14	On expiry or termination of the Contract, the Service Provider shall support business continuity and migrate any required information to a Replacement Service Provider(s) or to the Authority, as detailed in Clause H9 (Retendering and Handover) to Clause H12 (Warrants and Orders on Expiry or Termination).
2. GENERAL REQUIREMENTS IN RELATION TO WARRANTS AND ORDERS	
2.1	The Service Provider shall comply with all applicable Law when executing any Warrant or Order.

2.2	Any written Initial Contact Notice shall, as a minimum, include the following: • The name and address (if specified) of the person whom the Warrant or Order was issued against • the specific details of the Warrant or Order issued, including any reasons stated on the Warrant or Order • the name of the issuing Court and date of issue • in relation to any Financial Arrest Warrant or Order, a requirement for the Defendant to make full payment of the amount stated in the Initial Contact Notice within 7 (seven) Working Days of the date of issue of the Initial Contact Notice • the full contact details of the Service Provider, including details of any assistance available for contacting the Service Provider such as language preferences, hearing loop • a clear explanation of the Service Provider's responsibilities and duties in relation to that Warrant or Order • where legislation permits, the statutory basis on which, any fees, disbursements, charges or costs are applicable to the enforcement of the Warrant or Order • the details of any such fees, disbursements, charges or costs applicable to the enforcement of the Warrant or Order at all stages of the process • details of the consequences of non-payment or non-compliance with the Warrant or Order • where payment applies, details of payment methods available to the Defendant • A summary of the actions that the Defendant shall take to comply with the conditions of the Warrant or Order If an Initial Contact Notice is issued to a Defendant who is a Youth, the Service Provider shall ensure the notice includes all of the above and the following additional information:

	• Name and address of Parent or Guardian (if specified) if the Warrant or Order is issued in respect of a Youth • Shall send a copy of the Initial Contact Notice to the Parent or Guardian if specified on the Warrant or Order
2.3	Upon notification that a Warrant or Order has been issued, the Service Provider shall ensure the Warrant or Order is entered onto the Service Provider IT System within 1 (one) Working Day (Close of Business) of receipt. Acknowledgement shall be provided to the Authority to confirm numbers received. The details required will include: • Warrant or Order issued type • the name of the issuing Court and date of issue • the Authority case or account reference number • any details relating of the original offence connected to the Warrant or Order • where applicable any details provided relating to the original financial imposition of the Court • all specific instructions or directions specified on the individual Warrant or Order • the Defendant's name, date of birth and address • in the case of fines having been imposed on a Parent or Guardian for a conviction against a Youth, the details of the fine against the Youth • in the case of fines having been imposed on a Youth, the details of the Parent or Guardian if specified Note: The Authority will circulate all applicable Warrants on PNC to show the Defendant is wanted and must be arrested; except if there is no date of birth for the Defendant stated on the Warrant or Order. The Authority will inform the Service Provider of all Warrants circulated on PNC.

2.4	NOT USED
2.5	The Service Provider shall ensure that all Warrants or Orders are suitably and sufficiently risk assessed, including in respect of all health and safety risks to Staff, prior to a visit taking place. The Service Provider shall ensure that a process is in place pursuant to which it continually assesses risk during the execution of any Warrant or Order. The Service Provider will inform the Authority by the agreed method of any risk information which may indicate a health and safety risk to any Court Staff or Court Users as soon as practicable.
2.6	The Service Provider shall ensure adherence to instructions from the Authority in respect of all applicable Law. Before exercising the Forced Entry Powers as set out in Section 17 all relevant Staff must have successfully completed an appropriate search and entry course.
2.7	The Service Provider shall, prior to the Service Commencement Date, agree with the Authority a protocol for the arrest and transportation of a Defendant (including specific guidance in respect of Youths). The Service Provider shall implement and act in accordance with the agreed protocol throughout the Contract Period.
2.8	**All vehicles used to transport Defendants to Custody must be fit for purpose and meet all relevant Driver and Vehicle Licensing Agency (DVLA) specifications. The Service Provider will provide all relevant DVLA specification certification by no later than the Commencement Date, or as requested from time to time by the Authority.**
2.9	The Service Provider shall ensure that they make provisions to ensure all Defendants arrested are transported and admitted to Custody; this is including but not limited to when the Defendant is arrested at times that would result in the transport of a Defendant to the Prison at a time outside of the normal Prison admission times for the Prison referenced on the Commitment Warrants.

2.10	Where the Warrant requires the Defendant to be arrested and bailed and that Warrant is circulated as Wanted for Arrest on PNC, the Service Provider shall only execute the Warrant within the times agreed with the Authority (and subject to informing the Authority that the Warrant needs to be removed from PNC), unless arrangements can be made by the Service Provider with the Police for the Police to remove the Warrant from PNC.
2.11	The Service Provider shall ensure that any Staff who are responsible and authorised for executing Warrants and/or Orders receive appropriate training in accordance with Good Industry Practice and have appropriate security clearance and operate in accordance with applicable Law. See section 1.6
2.12	The Service Provider shall ensure that all Warrant and Order information is stored in accordance with Schedule 8 Information Assurance and Security.
2.13	All Warrants shall be managed and returned securely and removed from systems within timescales stated within this Contract or as agreed with the Authority in writing.
2.14	The Service Provider shall provide any supporting documents to the Authority in relation to executed Warrants; returned Warrants; vulnerability or any applications to the Magistrates Court by the method agreed with the Authority, as specified in Annex 4, Return Codes.
2.15	If a Defendant requests to see a relevant Warrant or Order the Service Provider shall show the Defendant the legally required Warrant information in electronic form. The Service Provider shall not create any copies or reproductions of Warrants or Orders under any circumstances.
2.16	The Service Provider shall ensure that all records of the Defendant on the Service Provider IT System are at all times maintained and kept up to date with full details of all actions and contacts with the Defendant, the Authority and/or relevant third parties.

2.17	Information relating to a Defendant or Vehicle Registration Number ("VRN") associated with the Defendant held on the PNC may under certain circumstances be accessed by the Authority's authorised PNC users at the request of the Service Provider. This is only applicable at the Authority's discretion in line with the memorandum of understanding for the Authority's use of PNC. The Service Provider shall provide adequate evidence that the PNC enquiry is in relation to a subject to a criminal Warrant at the time of the request. Any requests for PNC Information shall be made via the Service Provider's administrative office using secure email for both the request and response from the Authority; under no circumstances will the Authority provide PNC Information in any other way. It is illegal to perform unauthorised or speculative searches on the PNC, and shall only be used for official use. Any PNC requests which are found to be either unauthorised or inappropriate will be reported to the Police and may lead to criminal proceedings being taken against the individual. Under no circumstances shall the Service Provider pass PNC Information to any individual who does not require access to such data for the purposes of enabling the Service Provider to fulfil its obligations under this Contract, or discuss the data with such people.
2.18	If the Service Provider has any uncertainty in relation to the instructions which it is required to follow in relation to the execution of any Warrant or Order, it shall contact the Authority to seek further clarification prior to the execution of such Warrant or Order.
2.19	If the address of the Defendant is unknown or unverified, the Service Provider shall use its best endeavours to obtain a valid current address or to validate the address information provided by the relevant Court.
2.20	The Service Provider shall ensure that any visits made to a Defendant for the purposes of enforcing a Warrant or Order is conducted in accordance with the requirements for the relevant type of Warrant or Order as set out in the Contract and in accordance with applicable Law.

2.21	If the Service Provider successfully arrests and transports a Defendant into Custody or arrests and Bails a Defendant (as the case may be in accordance with the terms of the relevant Warrant), the relevant Warrant is then deemed to have been executed. Following such execution, the Service Provider shall update the relevant Defendant's record on the Service Provider IT System and inform the Authority in writing of the execution within 30 (thirty) minutes of receipt of the information.
2.22	If the Service Provider successfully arrests or agrees a Planned Surrender date with any Defendant and it is identified that the Defendant will require an interpreter or any other specific requirement at the Court hearing, which would assist the Court in dealing with the case, the Service Provider shall inform the Authority in writing as soon as practicable, to enable the necessary arrangements to be made.
2.23	The Service Provider shall only agree a Planned Surrender date with the Defendant if it has accessed the risk information available and this does not indicate an increased health and safety risks to Court Staff and Court Users.
2.24	Where the Authority notifies the Service Provider that a Warrant has been executed by the Police or attend a Planned Surrender, the Service Provider shall, within 30 (thirty) minutes of such notification, update the relevant Defendant's record on the Service Provider IT System to confirm that the Warrant has been executed by the Police.
2.25	The Service Provider shall, prior to the Service Commencement Date, agree with the Authority a protocol for the use of force by Staff when executing Warrants and Orders. The Service Provider shall implement and act in accordance with the agreed protocol throughout the Contract Period. To the extent that the Service Provider's proposed protocol for the use of force is not approved, the Service Provider shall not use force in relation to the execution of any Warrant or Order without the Approval of the Authority in each case. In all cases the Service Provider shall obtain the approval of the Authority before use of Forced Entry in accordance with the Use of Forced Entry requirement in this Contract. The use of Forced Entry Powers are set out in Section 17.
2.26	The Service Provider shall ensure that any Staff who conducts a visit to a Defendant for the purposes of executing a Warrant or Order displays a Letter of Authority to the Defendant, if requested to do so by the Defendant or a relevant third party. The Service Provider shall ensure that the Letter of Authority includes the full name of the Staff executing the Warrant or Order and details of their Authority to execute the Warrant or Order. The Service Provider shall ensure that the Letter of Authority complies with all applicable Law, including the Criminal Procedure Rules.

2.27	The Service Provider shall ensure that all actions it takes to execute a Warrant or Order are recorded on the Defendant's record on the Service Provider IT System as soon as practicable and in any event within 1 (one) Working Day. The Service Provider shall ensure that such records also include any contact with the Service Provider made by the Defendant or any third party on the Defendant's behalf, or any other relevant third party.
2.28	During any execution activity, the Service Provider shall: • offer a variety of secure payment methods to Defendant and relevant third parties by which to make payments in relation to any Warrant or Order during any execution activity, such payment methods to include, at a minimum: cash payments; credit/debit card payment, postal payments; and • ensure that either a physical or secure electronic receipt, which shall contain details as specified in Section 12 (Finance and Accounting), is issued to the Defendant upon immediate receipt of any payment taken Note: This requirement shall not apply to Breach Warrants which do not have a financial element.
2.29	All unexecuted Warrants and Orders shall have enforcement activities undertaken as a minimum no less than every 30 (thirty) calendar days until it is executed, withdrawn by the Court or returned to the Authority at the end of the Retention Period. These activities will include new intelligence checks, and further contact visits at different times of the day to include early morning and evening should be made as appropriate.
2.30	All Warrants and Orders which are executed, withdrawn by the Court, or returned to the Authority at the end of the Retention Period, shall be returned with sufficient new information or confirmation that the Defendant is unable to be traced to enable the Authority to take further actions on the account.
2.31	Where any Warrant or Order is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Warrant or Order.
2.32	The Service Provider will provide the Authority electronic data sets of current or completed Warrants by type or Orders by type held on the Service Provider IT System as requested to enable a reconciliation to take place against the Authority records.

2.33	If the Service Provider requires an application for a Data Disclosure Order, the request with all relevant information shall be sent to the Authority in the agreed format. The Service Provider will update the Service Provider IT System with details of the application; the outcome will be updated on the Service Provider IT System within 30 (thirty) minutes of receipt.
2.34	If the Service Provider requires any application in relation to a Warrant or Order the request with all supporting information shall be sent to the Authority in the agreed format. The Service Provider will update the Service Provider IT System with details of the application; the outcome will be updated on the Service Provider IT System within 30 (thirty) minutes of receipt.
2.35	The Service Provider shall on request provide the Authority, its representatives and or the National Audit Office with such access to those records and data in connection with this Contract as may be required.

2.36

Successful Execution

Note: Successfully executed Warrants will include arrests solely by Police. See 12.32, fee will not be payable if solely executed by the Police.

Warrant Type	Types of execution
Breach Warrants	
Breach Warrant with Bail	• Defendant arrested and bailed to appear before the Court, or • Defendant attends a Planned Surrender in response to Service Provider's instructions which are verified by the Court
Breach Warrant without Bail	• Defendant arrested and transported to Custody to appear before the Court, or • Defendant attends a Planned Surrenders in response to the Service Provider's instructions which are verified by the Court
Clamping Orders	
	Full payment with or without clamping of vehicle
Commitment Warrant	
	• Defendant is arrested and transported to Custody, or • Defendant pays the outstanding balance of the Court Imposition to the Service Provider in full, or • Defendant pays the outstanding balance of the Court Imposition to the Authority
Committal To Custody Overnight At Police Station Warrants	
	• Defendant is arrested and transported to Police Custody, or • Defendant pays the outstanding balance of the Court Imposition to the Service Provider in full, or • Defendant pays the outstanding balance of the Court Imposition to the Authority
Confiscation orders: realisation of specific assets with consent	
	Sell goods and realise assets
Financial Arrest Warrants	
Arrest with Bail	• Defendant is arrested and bailed to appear before the Court, or • Defendant attends a Planned Surrenders in response to Service Provider's instructions

	which are verified by the Court, or • Defendant pays the outstanding balance of the Court Imposition the Service Provider in full • Defendant pays the outstanding balance of the Court Imposition to the Authority
Arrest without Bail	• Defendant is arrested and transported to Custody to appear before the Court, or • Defendant to attend Planned Surrenders in response to Service Provider's instructions which are verified by the Court, or • Defendant pays the outstanding balance of the Court Imposition to the Service Provider in full, or • Defendant pays the outstanding balance of the Court Imposition to the Authority
Warrant of Control	
	• Payment in full of the outstanding balance of the Court Imposition.
Progression	
	Where any Warrant or Order has not been successfully executed or satisfied within the Retention Period, and the Service Provider has undertaken all mandatory steps stated in the relevant requirement in order to execute or satisfy the Warrant or Order, at the end of the relevant Retention Period all outstanding Warrants or Orders shall be returned to the Authority using the agreed Return Codes. This is to provide the Authority with details of the outcome of the execution activities and where applicable the most up to date information regarding the Defendant's whereabouts. Supporting evidence will be provided as required. Examples could include: • visit(s) which establishes the Defendant has moved away and relevant enquires and tracing have not been able to identify a new address or the Defendants whereabouts • the Defendant is deceased • the Defendant is in Prison • all visits and remote contact has been undertaken but no contact has been made with the Defendant and relevant enquires and tracing has been unable to confirm the Defendant's residency at the address or their whereabouts

3.	APPEALS ~ APPLICATIONS UNDER SECTION 142 OF THE MAGISTRATES' COURTS ACT 1980, STATUTORY DECLARATIONS AND APPEALS ETC.
3.1	When the Authority is notified by the Court that an application has been made by a Defendant for example under section 142 of the Magistrates' Courts Act 1980; Statutory Declaration; application to remit; application in respect of a penalty notice for disorder, application to review compensation, unlawful profit order, or slavery and trafficking reparation order; or an appeal, and there is a Warrant of Control, Financial Arrest Warrant (Bail or no Bail), Commitment Warrant, Committal to Custody Warrant or Breach Warrant (Bail or no Bail) Clamping Order outstanding the Authority will make the decision on how to proceed on a case by case basis and inform the Service Provider whether to place the Defendants account on the Service Provider IT System on hold pending further instructions or to continue with enforcement action.
3.2	• In appropriate cases the Authority shall notify the Service Provider to suspend enforcement action on the relevant Defendant's Warrant or Order until it is notified of the outcome of the application. • The Service Provider will update the Defendant's record on the Service Provider IT System within 30 (thirty) minutes that an application has been made for 1 (one) of the above reasons
3.3	When the Authority is notified of the outcome of the application, they shall notify the Service Provider and the following action shall take place: • If the application or appeal is granted, any relevant Warrant or Order shall be returned to the Authority by the Service Provider in batches each week with reason specified in writing. • If the application is not granted, the Service Provider will continue to enforce the Court Imposition In both cases the Service Provider must update the Defendant's record on the Service Provider IT System of the outcome of the application within 30 (thirty) minutes of receipt of the information.
3.4	Where any Warrant or Order is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Warrant or Order.

4.	BREACH WARRANTS
4.1	The Authority will circulate all applicable Warrants on PNC to show the Defendant is wanted and should be arrested; except if there is no date of birth for the Defendant stated on the Warrant or Order. The Authority will inform the Service Provider of all Warrants circulated on PNC.
4.2	The Service Provider will attempt to make initial contact within 3 (three) Working Days of receipt of the Warrant; this can be via a visit, letter, text or telephone call depending on the intelligence information available. A minimum of 3 (three) visits on different days and at different times to follow the initial contact shall be undertaken within the target timeframe for executing any Breach Warrant, which is 30 (thirty) calendar days for adults and 15 (fifteen) calendar days for Youths from the date of issue of the Warrant. Further visits and execution activity shall continue as required; this will include use of Intelligence Tracing Tools; interagency reviews with the Authority, other enquiries as applicable for example liaison with housing associations etc. If the Warrant still remains live after 90 (ninety) days the Service Provider will continue to undertake enforcement activities by reviewing any Warrants as a minimum on a monthly basis until the Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available. Where any new information is obtained, the Service Provider shall: • record this information on the Defendant's record on the Service Provider IT System within 30 (thirty) minutes; and make contact with the defendant again in accordance with timescales and mandatory steps as detailed in the Performance Measures in the Pricing and Performance Schedule. All activities undertaken by the Service Provider must be recorded on the Service Provider IT Systems.
4.3	Prior to making any visit for the purposes of executing any Breach Warrant, the Service Provider shall, as part of its risk assessment in accordance with the requirement consider any information contained on any OAIS or other risk assessment information provided by the National Probation Service, a local Youth Offending Team or other relevant agency.

4.4	If the Court wishes to consider withdrawal of the Warrant or if the Court withdraws the Warrant, on receipt of the notification from the Authority, the Service Provider will update the Service Provider IT Systems within 30 (thirty) minutes of receipt of the information according to the instructions of the Court, using the agreed Return Codes.
4.5	If the Authority is notified from example the National Probation Service, a local Youth Offending Team, Electronic Monitoring Service, Police, any other relevant agency or a Magistrates' Court that a Warrant has been withdrawn or executed, the Authority removes the relevant Warrant from PNC, on notification from the Authority, the Service Provider shall then remove the relevant Warrant information from the Service Provider IT Systems within 30 (thirty) minutes of receipt of the information, inform relevant staff and update the Defendant's account to confirm that the Warrant is no longer to be executed.
Breach Warrants WITH BAIL	
4.6	The Service Provider shall attempt to arrest and Bail the Defendant in accordance with any instructions contained on the Warrant including any requirement for recognizance and, following any arrest, issue the Defendant with a Bail Notice.
4.7	The Service Provider shall comply with the requirements of the Warrant in full, including any direction concerning bailing the Defendant. Where Bail is granted but no date is specified on the Warrant, the Service Provider shall comply with locally agreed listing arrangements in bailing the Defendant to a specified date and time. The Service Provider shall make it clear when dealing with a Youth case to ensure that any Youths are bailed to a Youth Court.
4.8	As part of the arresting and bailing process, the Bail Notice shall be signed by the Defendant and arresting officers. A copy shall be provided to the Defendant at the time.
4.9	Where the Service Provider successfully arrests and Bails the Defendant the Warrant will then be classed as executed and the Service Provider will inform the Authority within 30 (thirty) minutes of receipt of the confirmation that the Warrant has been executed to ensure that the Wanted for Arrest circulation on PNC can be removed. See section 2.10 Were the Warrant requires the Defendant to be arrested and bailed and that Warrant is circulated as Wanted for Arrest on PNC, the Service Provider will only execute the Warrant within the times agreed with the Authority, unless arrangements can be made for the Police to remove the Warrant when taking them into Police cells.

4.10	Once a Bail Notice has been issued, the Service Provider shall, in advance of the hearing specified on the Bail Notice, and no later than 2 (two) Working Days prior to that hearing date inform the Court of the executed Warrant and provide the Authority with a copy of the Bail Notice by secure email or such other method as the parties agree, acting reasonably.
4.11	If the Service Provider is unable to arrest and Bail the Defendant due to circumstances which are not likely to change, the Service Provider must complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. The Warrant remains live until such application has been before the Court and the decision to withdraw the Warrant has been made by the Court. If the Warrant includes a Bail Date the Warrant must be returned in accordance with the above instructions if not executed by the date given on the Warrant.
4.12	The Service Provider will ensure that any Warrant which has not been executed by the Bail Date specified on the Warrant is completed on the Service Provider IT System in accordance with the agreed Return Codes and returned to the Authority with full details of all efforts taken to execute the Warrant.
Breach Warrants WITHOUT BAIL	
4.13	If contact cannot be made with the Defendant, the Service Provider shall conduct a visit to the Defendant's address and attempt to arrest the Defendant in accordance with any instructions contained on the Warrant.
4.14	The Service Provider shall not carry out any arrests at times that would result in a relevant Court not being open to accept a Defendant (such as outside the Court's opening hours), except where the Service Provider has made arrangements for any Defendant arrested outside of those hours to be detained at a local Police Station.

4.15	Prior to arresting the Defendant, the Service Provider shall contact the Court named on the Warrant to confirm if they are able to accept the arrest. The Service Provider shall make it clear to the Court when a Youth case is being dealt with, to ensure that the Court can list the case in the appropriate court. If the Court is unable to accept the arrest and no other suitable Court can accept the arrest, the Service Provider shall consider which of the options below is most appropriate: • arrest the Defendant and use Police Custody, where local arrangements are in place between the Service Provider and the Police. • don't arrest and arrange a date for the Defendant to Surrender; in this case the Defendant shall be informed that the Warrant remains live until it is dealt with by the Court. The Service Provider shall only agree a Planned Surrender date with the Defendant if it has accessed the risk information available if provided and determined that there is no increased health and safety risk to Court Staff and Court Users. Where the Court has accepted an arrest by the Service Provider but due to specific circumstances the Defendant cannot be accepted in the Court cells the Service Provider will produce the Defendant throughout the Contract in accordance with the Authority's instruction and any applicable Law.
4.16	Prior to the transportation of a Defendant to Court or Police Custody, the Service Provider shall: • place any personal property of the Defendant in a clear plastic bag, which must then be sealed and given a unique reference number; and • complete the relevant sections of the PECS Person Escort Record Form, including an inventory of any personal property removed from the Defendant and the reference number of the sealed property bag.
4.17	In complying with 4.16 you will comply with the PECS Contract.

4.18	If the Service Provider is unable to arrest the Defendant due to circumstances which are not likely to change, the Service Provider shall complete a report in such form the Authority may require acting reasonably from time to time attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. Note: during this time the Warrant will remain live and can still be executed by the Service Provider, whilst the Warrant is live it will remain circulated on as Wanted for Arrest on PNC and therefore there is a possibility that the Service Provider will be informed the Warrant has been executed by the Police.
4.19	Where the Service Provider successfully arrests and transports the Defendant to Custody, the Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's account on the Service Provider IT System accordingly within 30 (thirty) minutes of receipt of this information. The Service Provider will inform the Authority within 30 (thirty) minutes of receipt of the execution to ensure that the Wanted for Arrest circulation can be removed from PNC.
Planned Surrender	
4.20	The Service Provider shall only agree a Planned Surrender date with the Defendant if it has accessed the risk information available and determined that there is no increased health and safety risk to Court Staff and Court Users.
4.21	The Authority will provide the Service Provider with details of Surrender time and date slots as amended from time to time.

4.22	Once a date for Planned Surrender has been agreed with the Defendant, the Service Provider shall, in advance of the hearing date, and within 2 (two) Working Days of that hearing date, inform the Court of the hearing by the agreed method. The Service Provider will update the Service Provider IT System in line with the Authority procedures within 30 (thirty) minutes. Where the Defendant informs the Service Provider of their intention to Surrender to a Court without agreeing a Planned Surrender date, the Service Provider shall continue to attempt to execute the Warrant until it is notified by the Court that the Defendant has Surrendered. Upon such notification, the Warrant will be classed as executed and the Service Provider shall update the Service Provider IT System accordingly within 30 (thirty) minutes. The Defendant shall be informed by the Service Provider at the time the Planned Surrender is agreed that the Warrant remains live and where applicable is circulated as Wanted for Arrest on PNC, until it is withdrawn by the Court.
4.23	When the Authority has informed the Service Provider whether the Defendant attended the hearing or not if: • the Defendant attended the Service Provider will then update the Service Provider IT System within 30 (thirty) minutes of receipt of the notification in line with the Authority procedures using the agreed Return Codes • the Defendant failed to attend or if they attended and the Warrant was not withdrawn by the Court, the Service Provider will update the Service Provider IT System within 30 (thirty) minutes of receipt of the notification and remove the hold from the Warrant and continue to execute the Warrant
Managing unexecuted, cancelled or withdrawn Breach Warrants	
4.24	If the Court wishes to consider withdrawal of the Warrant or if the Court withdraws the Warrant, the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions of the Court within 30 (thirty) minutes using the agreed Return Codes. Where any Warrant is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Warrant.

4.25	The Service Provider will take part in inter agency reviews of unexecuted Breach Warrants as required. This will include a review of the all execution activities to date. The frequency of such reviews will be in accordance with the Authority's Protocols.
4.26	Following an interagency review, specific Warrants may be identified as suitable for the prosecutor to make an application to the Court to withdraw the Warrant, the decision on whether to make the application will be made by the prosecutor. The Service Provider will provide a report of execution activities undertaken to support these applications including the number, dates and times of visits, and any intelligence tracing undertaken. The Service Provider will put these Warrants on hold on their system and note the date of the application hearing, and confirm to the Authority that the Warrants are on hold. Following the application to withdraw the Warrant if the Court grants the application the Authority will inform the Service Provider who will complete the Warrant on the Service Provider IT System, within 30 (thirty) minutes of receipt of the information. If the application is refused the Service Provider IT System will be updated to show the refusal of the application, the Warrant will be reactivated on the Service Provider IT System within 30 (thirty) minutes of receipt of the information and further enforcement activity will continue within 3 (three) Working Days this can be via further intelligence checks, visit(s), letter, text or telephone call depending on the intelligence information available, and further interagency reviews. Note: during this time the Warrant will remain live as Wanted for Arrest on PNC and therefore there is a possibility that the Service Provider will be informed the Warrant has been executed by the Police.

4.27	If the Service Provider has evidence that the Warrant must be returned, for example the Defendant is deceased, in Prison etc, the Service Provider will complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. If the prosecutor makes an application to withdraw the Warrants the Service Provider will be informed by the Authority and shall put the Warrant on hold on the Service Provider IT System within 30 (thirty) minutes of receipt of the information for an application to withdraw and confirm this to the Authority using the agreed Return Codes, as detailed in Annex 4. Following the application to withdraw the Warrant if the Court grants the application the Authority will inform the Service Provider who will complete the Warrant on the Service Provider IT System within 30 (thirty) minutes of receipt of the information, in accordance with the agreed Return Codes. If the application is refused the Service Provider IT System will be updated to show this, the Warrant will be reactivated on the Service Provider IT System within 30 (thirty) minutes of receipt of the information and further enforcement activity will continue within 3 (three) Working Days this can be via further intelligence checks, visit(s), letter, text or telephone call depending on the intelligence information available, and further interagency reviews. Note: during this time the Warrant will remain live as Wanted for Arrest on PNC and therefore there is a possibility that the Service Provider will be informed the Warrant has been executed by the Police.
5. CLAMPING ORDERS	
5.1	The Service Provider shall process all Clamping Orders in accordance with all applicable Law.
5.2	The Service Provider shall agree all Clamping Order Charges with the Authority prior to implementation.
5.3	The Service Provider will abide by the period of the Clamping Order as agreed with the Authority.
5.4	The Service Provider will issue an Initial Contact Notice to the relevant Defendant within 3 (three) Working Days of being entered onto the Service Provider's IT system in order in order to encourage the Defendant to make contact with the Service Provider and make full payment of the amount owing.

5.5	Where the Service Provider has been unable to obtain full payment of the outstanding balance the Service Provider shall attempt to execute the Order by conducting an initial personal visit to the Defendant and locate the vehicle, this first visit shall be carried out within 30 (thirty) days from the date of issue of the Clamping Order by the Court.
5.6	If no contact is made the Service Provider shall carry out further visits – a minimum of 3 (three) visits on different days and at different times of the day to include early morning and evening shall be undertaken.
5.7	If the Service Provider is unable to execute the order and can provide evidence to support this, for example the car has been written off/scrapped or sold since the order was made, the Service Provider shall contact the Authority, and provide all new information for permission to return the order within 1 (one) working day.
5.8	The Service Provider shall ensure that any vehicle which has been clamped shall remain in position, be removed and placed in storage, sold, or released if wrongly clamped in line with legislative time limits.
5.9	The Service Provider shall issue all written notifications to the Defendant in accordance with the relevant applicable Law and provide a copy to the Authority via the agreed method within 1 (one) Working Day.
5.10	Where a Defendant makes a payment, which is less than the aggregate amount of any Clamping Order Charges and the outstanding balance of the financial imposition, the Service Provider shall first take the Clamping Order Charges and any balance remaining shall be sent to the Authority.
5.11	The Service Provider shall ensure that, if full payment of the outstanding amount, including any Clamping Order Charges, is received whilst the vehicle is clamped or in storage, the Defendant is issued with a vehicle release notice and the vehicle is released from storage. A copy of this notice shall be issued to the Authority via the agreed method within 1 (one) Working Day. The Service Provider shall comply with any legislative timescales or order of the Court. A receipt must be issued in accordance the Law.
5.12	At the end of the agreed Retention Period the Service Provider will complete all applicable Orders on the Service Provider IT System and return them to the Authority by the agreed method and using the agreed Return Codes. This return will contain details of all Orders and an outline of all efforts made to execute the Orders including the number, dates and times of visits, and any intelligence tracing undertaken, including any new information found during these activities.

5.13	Fees may be returned to the Defendant following an appeal in accordance with Section 3 (Appeals) of this Schedule being made after the Defendant has paid the fees to the Service Provider. The Authority will negotiate with the Service Provider a return of these Charges to the Defendant.
Sale of clamped vehicle	
5.14	The Service Provider will inform the Authority when a vehicle has been clamped within 1 (one) Working Day as per the agreed method to request an application for an Order for Sale. The Service Provider will be notified of the date of hearing by the Authority.
5.15	Where the Service Provider is so requested by the Court, it shall attend the hearing in respect of that application for the purpose of answering any questions or providing additional information.
5.16	Following notification from the Authority of the hearing outcome. If the Court makes an Order for Sale of the vehicle, following the sale of a vehicle the Service Provider shall ensure that the proceeds of the sale are allocated as follows: • deduct the amount equal to the charges due as permitted by the regulations • pay the Authority the remainder • the balance (if any) will then be returned to the Defendant by the Authority
5.17	If the Court refuses to make an Order for Sale, the Service Provider shall make arrangements to release the vehicle to the Defendant as soon as reasonably practical with or without the payment of the charges due as ordered by the Court.

Request for the release and where appropriate return of the vehicle	
5.18	If the Service Provider receives an application from a Defendant or any third party (in each case, the applicant); contesting the execution of a Clamping Order; removal or storage of the vehicle clamping of a vehicle; it shall deal with the request in accordance with the applicable Law. The Service Provider will notify the Applicant and the Authority of its decision in relation to the application within 1 (one) Working Day.
5.19	If the Service Provider receives a request from a Defendant or any third party (in each case, the applicant): • contesting the content or making of the Clamping Order; and/or • requesting the release or return of a vehicle The Service Provider shall send the application to the Authority in accordance with applicable Law and within 1 (one) Working Day.
5.20	The Authority will make a decision as to whether they accept the application or not.
5.21	If the Authority accepts an application from the Defendant or any third party (in each case, the applicant); it will notify, both the applicant, the Defendant if they are not the applicant and the Service Provider at the same time, within 7 (seven) calendar days.
5.22	Where the request as detailed in 5.19 is accepted by the Service Provider or the Authority, the Service Provider shall arrange for the immediate release and, where appropriate, return of the vehicle without charge.
Application to the Court for the release of a vehicle wrongly clamped	
5.23	If the Service Provider receives an application from a Defendant or any third party (in each case, the applicant) requesting the release or return of a vehicle, the Service Provider shall send the application to the Authority in accordance with all applicable Law and within 1 (one) Working Day by the agreed method.

5.24	A senior manager of the Service Provider shall be available for the hearing in respect of the application referred to in section 5.19 for the purpose of answering the Magistrates' Court's questions and to provide relevant information, including the decision letter on the initial application by the Applicant.
5.25	Upon notification of the Magistrates' Court's decision, the Service Provider shall take all appropriate action in accordance with these requirements and in accordance with the Court's decision.
5.26	Where the Court orders the release and where appropriate the return of the vehicle, the Service Provider shall arrange for the immediate release and, where appropriate, return of the vehicle with or without the payment of the charges due as ordered by the Court. If the Court does not order the Defendant to pay the charges then the Service Provider will be responsible for the charges.
5.27	**General point** Complaints may be received following the issue of a Clamping Order or following the clamping, removal and storage of the vehicle: • if it is a complaint relating to the issuing of the Clamping Order or the actions of the Court itself it will be managed by the Authority. The Service Provider shall forward any such complaint to the Authority within 1 (one) Working Day of receipt • if it is a complaint relating to the clamping; storage or removal of a vehicle it will be managed by the Service Provider. The Service Provider shall provide the Authority with copies of all such complaints and responses in accordance with the complaints requirement, as specified in Section 9

5.28	If the Court wishes to consider withdrawal of the Order or if the Court withdraws the Order the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions of the Court within 30 (thirty) minutes using the agreed Return Codes. Where the Order is requested back from the Service Provider because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Clamping Order.

6. CODE OF CONDUCT	
Corporate Conduct	
6.1	The Service Provider acknowledges that is discharging a public service duty on behalf of the Authority. The Service Provider, the Sub-Contractors and the Staff shall at all times whilst performing the Services observe and comply with the principles of public service being: • **selflessness -** holders of public office shall act solely in terms of the public interest. They shall not do so in order to gain financial or other benefits for themselves, their family or their friends • **integrity** - holders of public office shall not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties • **objectivity** - in carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office shall make choices on merit • **accountability** - holders of public office are accountable for their decisions and actions to the public and shall submit themselves to whatever scrutiny is appropriate to their office • **openness** - holders of public office shall be as open as possible about all the decisions and actions that they take. They must give reasons for their decisions and restrict information only when the wider public interest clearly demands • **honesty** - holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest • **leadership** - holders of public office shall promote and support these principles by leadership and example

6.2	The Service Provider shall at all times whilst it is performing the Services observe and comply with "The Good Governance Standard for Public Services, 2004-The Langlands Report", which identifies six core principles of good governance in the delivery of public services, being: • focusing on the organisation's purpose and on outcomes for citizens and service users • performing effectively in clearly defined functions and roles • promoting values for the whole organisation and demonstrating the values of good governance through behaviour • taking informed, transparent decisions and managing risk • developing the capacity and capability of the governing body to be effective • engaging stakeholders and making accountability real
6.3	The Service Provider shall provide the Authority with a copy of its code of conduct at the Commencement Date, upon request and following any updates being made to its code of conduct.
6.4	The Service Provider shall ensure that the Staff operate under the direction and control of the Service Provider and the Service Provider shall be responsible for their conduct and discipline at all times.

6.5	The Service Provider shall inform the Authority by a report, as specified below, and in writing within 1(one) Working Day, of any situation listed below occurring: a) where public confidence in the Service Provider is, or likely to be undermined b) becoming aware of any gross misconduct, suspected or known, involving Staff, in respect of any of the following: • any criminal offence or conviction involving dishonesty or violence • falsifying records, or knowingly aiding and abetting others to do so • misappropriation of money or property • abusive or threatening behaviour; or • assault or offence against the person c) where any investigation by the Service Provider or any other organisation (e.g. Police) in relation to any of the instances in b) above is being conducted.
6.6	The Service Provider shall ensure that all Staff receive the appropriate training to ensure that they are fully conversant with and shall follow the requirements of the Contract, the relevant Law and Good Industry Practice.
Employee Conduct	

6.7	Whilst performing the Services, the Service Provider shall comply with and ensure the Staff comply with the Service Provider's code of conduct. The Service Provider shall ensure that the Staff carry out their duties and perform the Services in accordance with the following: **Integrity** <u>Staff shall:</u> • fulfil their duties and obligations responsibly • always act in a way that is professional and that deserves and retains the confidence of all those with whom they have dealings • carry out their fiduciary obligations responsibly (that is make sure public money and other resources are used properly and efficiently) • deal with the public and their affairs fairly, efficiently, promptly, effectively and sensitively, to the best of their ability • ensure they have Ministerial Authorisation for any contact with the media • keep accurate official records and handle information as openly as possible within the legal framework • comply with the law and uphold the administration of justice <u>Staff shall not:</u> • misuse their official position, for example by using information acquired in the course of their official duties to further their private interests or those of others • accept gifts or hospitality or receive other benefits from anyone which might reasonably be seen to compromise

	their personal judgment or integrity; or • disclose official information without authority (this duty continues to apply after they leave the Service Provider's and/or the Sub-Contractors' (as relevant) employment). **Honesty** <u>Staff shall:</u> • set out the facts and relevant issues truthfully, and correct any errors as soon as possible • use resources only for the authorised public purposes for which they are provided <u>Staff shall not:</u> • deceive or knowingly mislead ministers, Parliament or others; or • be influenced by improper pressures from others or the prospect of personal gain **Objectivity** <u>Staff shall:</u> • provide information and advice, including advice to Ministers, on the basis of the evidence, and accurately present the options and facts • take decisions on the merits of the case • take due account of expert and professional advice

	Staff shall not: • ignore inconvenient facts or relevant considerations when providing advice or making decisions; or • frustrate the implementation of policies once decisions are taken by declining to take, or abstaining from, action which flows from those decisions **Impartiality** Staff shall: • carry out their responsibilities in a way that is fair, just and equitable and reflects the civil service commitment to equality and diversity Staff shall not: • act in a way that unjustifiably favours or discriminates against particular individuals or interests **Political Impartiality** Staff shall: • serve the government, whatever its political persuasion, to the best of their ability in a way which maintains political impartiality and is in line with the requirements of this code, no matter what their own political beliefs are • act in a way which deserves and retains the confidence of ministers, while at the same time ensuring that they will be able to establish the same relationship with those whom they may be required to serve in some future government • comply with any restrictions that have been laid down on their political activities Staff shall not: • act in a way that is determined by party political considerations, or use official resources for party political purposes;

	or • allow their personal political views to determine any advice they give or their actions. To support the principles above, the Service Provider shall ensure that all Staff shall: • take responsibility for their actions • treat people with respect • be polite, reasonable and fair in dealings with all Defendants, third party customers and the Authority personnel; • ensure compliance with this Contract (to the extent applicable) • ensure that when accepting payments from third parties, they comply with all applicable Law and Good Industry Practice The Service Provider shall ensure that all Staff shall not: • discriminate against any person or group for any reason • harass, victimise or bully through language, actions or behaviour; or • deal with any of the Warrants or Orders under this Contract belonging to family or friends.
6.8	The Service Provider shall ensure that whilst performing the Services, the Staff shall comply with: • all applicable Law • Good Industry Practice • this Contract

7.	COMMITMENT WARRANTS - IN RELATION TO ANY FINANCIAL WARRANT INCLUDING CONFISCATION
7.1	The Service Provider will issue an Initial Contact Notice to the relevant Defendant within 3 (three) Working Days of being entered onto the Service Provider's IT system in order to encourage the Defendant to make contact with the Service Provider and make full payment of the amount owing.
7.2	Upon notification by the Authority that a Commitment Warrant has been issued following the non appearance of a Defendant at a Court hearing, the Service Provider shall in the first instance try and obtain payment in full.
7.3	Where the Service Provider has been unable to obtain full payment of the outstanding balance the Service Provider shall attempt to execute the Warrant in accordance with any instructions contained on the Warrant by conducting an initial personal visit to the Defendant, this first visit shall be carried out within 14 (fourteen) days from issue date of the Warrant. A minimum of 3 (three) visits on different days and at different times to the Defendant's address or other relevant location should to follow. Visits should be undertaken within the target timeframe for executing Breach Warrants, which is 30 (thirty) calendar days for adults and 15 (fifteen) calendar days for Youths from the date of issue of the Warrant.
7.4	The Service Provider shall ensure that they make provisions for any Defendant arrested to be transported and admitted to Prison or (including but not limited to when the person is arrested outside of normal Prison admissions) or make provision for any arrested Defendant arrested to be kept in Custody by the Police for transport and admission to Prison or transport to Court where Section 7.7 of this requirement is applicable. Where the Service Provider successfully arrests and transports a Defendant into Custody the Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's record on the Service Provider IT System within 30 (thirty) minutes of receipt of the information. Where applicable the Service Provider shall follow the agreed procedure immediately and no later than 30 (thirty) minutes on receipt of the information to inform the Authority that a Wanted for Arrest circulation needs to be removed from PNC.

7.5	Upon receipt of a payment in full taken when conducting a visit, the Service Provider shall inform the Authority immediately and no later than within 30 (thirty) minutes of taking the payment to ensure that the Wanted for Arrest circulation can be removed from PNC. The Service Provider will update the Defendant's record on the Service Provider IT System within 30 (thirty) minutes. A receipt must be issued in accordance the Law.
7.6	If the Commitment Warrant has been issued by the Court in the absence of the Defendant and there is no direction to return the Defendant to the Court on arrest, the Service Provider shall refer any application by the Defendant that there has been a change in their circumstances to the Court acting for the Area which issued the Warrant. This shall be done immediately. If the arrest is out of Court hours this should be done as soon as the Court re-opens. The Service Provider will comply with any local listing arrangement for the relevant Court and direction of the Authority (if any) concerning the listing and hearing of such application.
7.7	Prior to the transportation of a Defendant to a Court or Prison establishment, as applicable, the Service Provider shall; • place any personal property of the Defendant in a clear plastic bag, which should then be sealed and given a unique reference number • complete the relevant sections of the PECS Person Escort Record Form, including an inventory of any personal property removed from the Defendant and the reference number of the sealed property bag
7.8	Where full payment cannot be obtained from the Defendant and where the Commitment Warrant instructs the Service Provider to arrest and transport the Defendant to a Prison establishment, the Service Provider shall arrange with the Authority that a copy of the Warrant is available to Prison staff upon arrival at the Prison.
7.9	The Service Provider shall adhere to the provisions contained within the PECS Contract and, when arriving at the relevant Court or Prison establishment, as applicable, the Service Provider shall liaise with the PECS or Prison Custody Staff as required.

7.10	If the Service Provider is unable to arrest the Defendant due to circumstances which are not likely to change, the Service Provider should complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. See report template at Annex 7. Note: during this time the Warrant will remain live and can still be executed by the Service Provider, whilst the Warrant is live it will remain circulated on as Wanted for Arrest on PNC and therefore there is a possibility that the Service Provider will be informed the Warrant has been executed by the Police.
7.11	Where the Service Provider successfully arrests the Defendant and transports to Custody or secures payment in full, the Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's account on the Service Provider IT System accordingly within 30 (thirty) minutes of receipt of this information. The Service Provider will inform the Authority within 30 (thirty) minutes of receipt of the information to ensure that the Wanted for Arrest circulation can be removed from PNC.
Managing unexecuted and cancelled Commitment Warrants	
7.12	Further visits and execution activity should continue as required whilst the Warrant remains unexecuted. If the Warrant remains live after 30 (thirty) calendar days from date of issue, the Service Provider will review any Warrants as a minimum every 30 (thirty) days until the Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available. Where any new information is obtained, the Service Provider shall: • record this information on the Defendant's record • make contact with the Defendant again in accordance with the timescales and mandatory steps as detailed in the Performance Measures in the Pricing and Performance Schedule
7.13	The Service Provider will take part in reviews of unexecuted Commitment Warrants with the Authority as required. This will include a review of the all execution activities to date. The frequency of such reviews will be in accordance with the Authority's Protocols.

7.14	Following a review, specific Warrants may be identified as suitable for the Authority to make an application to the Court to withdraw the Warrant. The Service Provider will provide a report of execution activities undertaken to support these applications including the number, dates and times of visits, and any intelligence tracing undertaken. The Service Provider will complete these Warrants on hold on their system within 30 (thirty) minutes using the agreed Return Codes. Note: during this time the Warrant will remain live as Wanted for Arrest on PNC and therefore there is a possibility that the Service Provider will be informed the Warrant has been executed by the Police
7.15	If the Service Provider has evidence that the Warrant should be returned, for example the Defendant is deceased, in Prison etc, the Service Provider will complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. The Service Provider will complete these Warrants on hold on their system within 30 (thirty) minutes using the agreed Return Codes.
7.16	If the Court wishes to consider withdrawal of the Warrant, or the Court withdraws the Warrant, the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions received from the Court within 30 (thirty) minutes using the agreed Return Codes. Where any Commitment Warrant is requested back because it is permitted legally or within any of the Contract terms, the Service provider shall not charge the Authority for the request and the return of the Commitment Warrant.
8. COMMITTAL TO CUSTODY OVERNIGHT AT POLICE STATION FOR NON-PAYMENT OF SUM ADJUDGED BY CONVICTION	
Where the Service Provider is notified by the Authority that a Court has ordered detention in a Police Station or Court as an alternative to the payment of a Court Imposition, it shall execute the Warrant in accordance with the following requirements:	

8.1	The Service Provider shall issue an Initial Contact Notice to the relevant Defendant within 3 (three) Working Days of being entered onto the Service Provider's IT system of receipt in order to encourage the Defendant to make contact with the Service Provider and make full payment of the amount owing.
8.2	Upon notification by the Authority that a Committal to Custody Overnight At Police Station Warrant has been issued in relation to non-payment of fines, the Service Provider shall in the first instance try and obtain payment in full.
8.3	If not paid in full following the Initial Contact Notice Personal Contact Visits should commence no later than within 14 (fourteen) calendar days of issue of the Warrant.
8.4	If following the Initial Contact Notice no contact is made by or with the Defendant, the Service Provider shall carry out a minimum of 3 (three) further visits at days and different times of the day to include early morning and evening should be undertaken, within the Retention Period for the Warrant.
8.5	Upon receipt of a payment in full, the Service Provider shall inform the Authority immediately and no later than within 30 (thirty) minutes of taking the payment to ensure that the Wanted for Arrest circulation can be removed from PNC. The Service Provider shall update the Defendant's record on the Service Provider IT System.
8.6	Where full payment cannot be obtained the Service Provider shall conduct a visit to the Defendant's address or other relevant location and attempt to either obtain payment in full or arrest the Defendant in accordance with any instructions contained on the Committal to Custody Overnight At Police Station Warrant.
8.7	Prior to the transportation of a Defendant to a Police Station, as applicable, the Service Provider shall: • place any personal property of the Defendant in a clear plastic bag, which should then be sealed and given a unique reference number • complete the relevant sections of the PECS Person Escort Record Form, including an inventory of any personal property removed from the Defendant and the reference number of the sealed property bag
8.8	The Service Provider shall liaise with the Police Custody Staff as required.

8.9	The Service Provider shall ensure that it makes provisions for any arrested person to be transported to Police Custody in accordance with the instructions on the Committal to Custody Overnight at Police Station Warrant. Where the Service Provider successfully arrests and transports a Defendant into Custody the Committal to Custody Overnight at Police Station Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's record on the Service Provider IT System within 30 (thirty) minutes of receipt of the information.
8.10	Following the Defendants handover into Police Custody, the Service Provider shall provide the Authority with full details of confirmation of the time served in Custody, including the Defendant's name, the Authority's reference ID, the Police Station in which the Defendant was held.
8.11	Where the Service Provider successfully arrests the Defendant and transports to Custody or secures payment in full, the Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's account on the Service Provider IT System accordingly within 30 (thirty) minutes of receipt of this information. The Service Provider will inform the Authority within 30 (thirty) minutes of receipt of the information to ensure that the Wanted for Arrest circulation can be removed from PNC.
8.12	Where there is an Committal To Custody Overnight at Police Station Warrants the Service Provider can apply the criteria set out under Annex 10.
Managing unexecuted and cancelled Committal To Custody Overnight at Police Station Warrants	

8.13	Whilst the Committal to Custody Overnight at Police Station Warrant remains live the Service Provider shall review the Committal to Custody Warrant as a minimum on a monthly basis until the Committal to Custody Overnight at Police Station Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available. Where any new information is obtained, the Service Provider shall: • record this information on the Defendant's record on the Service Provider IT System • make contact with the defendant again in accordance with timescales and mandatory steps as detailed in the Performance Measures in the Pricing and Performance Schedule
8.14	If the Service Provider is unable to arrest the Defendant due to circumstances which are not likely to change, the Service Provider should complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. If the Service Provider has evidence that the Warrant should be returned, for example the Defendant is deceased, in Prison etc, the Service Provider will complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. The Service Provider will complete these Warrants on the Service Provider IT System within 30 (thirty) minutes using the agreed Return Codes. Note: during this time the Warrant will remain live and can still be executed by the Service Provider. Whilst the Warrant is live it will remain circulated as Wanted for Arrest on PNC and therefore there is a possibility that the Service Provider shall be informed the Warrant has been executed by the Police.
8.15	At the end of the agreed Retention Period the Service Provider shall complete all applicable Committal to Custody Overnight at Police Station Warrants on the Service Provider IT System and return them to the Authority by the agreed method and using the agreed Return Codes. The Service Provider shall ensure this return contains details of all Committal to Custody Warrants and an outline of all efforts made to execute the Committal to Custody Overnight at Police Station Warrant including the number, dates and times of visits, and any intelligence tracing undertaken.

8.16	If the Court has refused an application to withdraw the Warrant, the Authority will notify the Service Provider by the agreed method The Service Provider will update the Defendant's records on the Service Provider IT System within 30 (thirty) minutes of receipt of the notification to show that the Warrant is still live. Whilst the Warrant remains live the Service Provider will review the Warrants as a minimum every 30 days until the Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available, and make contact with the Defendant again and make further attempts to execute the Warrant. The Service Provider will liaise with the Authority to agree next actions if the Warrant remains live after 30 (thirty) days.
8.17	If the Court wishes to consider withdrawal of the Committal to Custody Overnight at Police Station Warrant, or withdraws the Committal to Custody Overnight At Police Station Warrant, the Authority will inform the Service Provider, who shall update the Service Provider IT System according to the instructions of the Court within 30 (thirty) minutes using the agreed Return Codes. Where any Committal to Custody Overnight At Police Station Warrant is requested back from the Service Provider because it is permitted legally, or in accordance with this Agreement the Service Provider shall not charge the Authority for the request and the return of the Warrant.
9. COMPLAINT HANDLING	

9.1	The Service Provider may receive complaints directly from a Defendant, or a third party or via the Authority, all complaints will be subject to the same process and level of investigation. The Service Provider shall have an effective system for recording complaints. The Service Provider shall have a clear complaints procedure that involves the Authority when necessary and it shall be advertised on all relevant paperwork and the Service Provider's website. At a minimum, the policy shall require the Service Provider: • to ensure all complaints are recorded on the Service Provider IT System for recording complaints, responded to and that the response is made within 10 (ten) Working Days • to ensure all complaints are dealt with confidentially, fairly and impartially • to ensure that any potential improvements to the Service Provider's systems, procedures and/or approach to delivery of the Services that are identified in the course of handling a complaint are incorporated where reasonably practicable • to ensure the complainant receives an explanation, an apology or redress when complaints are upheld • to ensure the complainant receives an explanation when a complaint is not upheld • to provide details of how to escalate the compliant if not satisfied with the response The complaint handling procedure shall include the following stages: • complaint received, acknowledgement sent and complaint recorded on the Service Provider IT System • the complaint manager will carry out an investigation into the complaint by gathering all relevant information, which may include statements and viewing footage from body camera • once the investigation has concluded the Service Provider shall review the complaint and identify any lessons learnt, and implement any recommendations or actions required to improve their Service

	• once the investigation has concluded a response shall be sent to the complainant and copied to the Authority, with a covering letter outlining any lessons learnt and actions taken to implement improvements to their Service • details of the outcome of the complaint to be recorded on the relevant Defendant account on the Service Provider IT System The Service Provider should respond to any complaint regarding the execution of any Warrant or Order. The following are examples of these types of complaints: • query on Fees • working on Warrants or Orders – steps taken to execute – letters sent, visits etc • actions or behaviours of Staff including call centre staff **For any serious complaints or incidents, for example:** allegation of assault; criminal damage; unlawful actions; actions of Staff resulting in the Defendant or third party needing urgent medical attention; **the Authority shall be notified immediately and no later than 1 (one) Working Day from receipt of the complaint, via the agreed method.** **Escalation** Where the complainant is not satisfied with the response the Service Provider shall have an escalation route in place so complaints can be reviewed the Service Provider. All escalated complaints shall be reviewed and considered within 10 (ten) Working Days from the escalation date.

9.2	Where a Field Operative is issued with a body camera the Service Provider shall have the capability to allow the Authority access to view the footage for a period of 35 (thirty-five) calendar days to assist with any complaints. Where it has been established that body camera footage is available and this is needed as part of an ongoing investigation the Service Provider shall ensure the footage is retained and the Authority is provided with access to view the footage. Should the Authority request the footage within 35 (thirty-five) calendar days, the Service Provider further shall retain the footage until the investigation has concluded and all avenues of appeal have been exhausted.
9.3	The Service Provider shall ensure that all actions taken and any lessons learnt from complaints to improve the Service will be recorded to enable it to be included as part of performance review meetings.
9.4	If the Service Provider receives a complaint in respect of the Authority, this shall be referred back to the Authority in the agreed format within 1 (one) Working Day of receipt of the complaint.
10.	**CONFISCATION ORDERS: REALISATION OF SPECIFIC ASSETS WITH CONSENT**
10.1	On receipt of a signed Consent Form or authority from a Defendant instructing them to realise specified assets (sell the Defendant's specified property) the Service Provider is entering into a contractual arrangement with the Defendant. In these circumstances a Warrant of Control is not issued.
10.2	The Service Provider will make contact with the Authority's confiscation team to discuss the specific details and requirements for each order within 3 (three) Working Days of receipt.
10.3	The Service Provider will then locate and collect the specified assets and is responsible for selling them on behalf of the Defendant.
10.4	The Service Provider will make arrangements to collect the specified asset within 7 (seven) calendar days of receipt of the order.

10.5	The Service Provider shall use all reasonable endeavours to obtain the best value for all assets sold. This includes the use of specialist auction houses and sellers for high value or specialist goods and will inform both the Defendant and the Authority's confiscation team of progress made throughout the process.
10.6	The Service Provider can utilise any appropriate forum to sell assets. The Service Provider can sell assets to family members or friends of the Defendant ensuring adherence to Section 10.5.
10.7	The Service Provider shall adhere to all applicable Law and Good Industry Practice when selling assets.
10.8	The Service Provider will apply the Fees and Costs based on a fixed rate in accordance with Annex 1 of the Pricing and Performance Schedule and seek consent from the Defendant to continue and inform the Authority if the Fees and / or Costs escalate and there is a risk that they will exceed the value of the asset.
10.9	Once the asset(s) has been sold the Service Provider will supply a written detailed breakdown of the Fees and / or Costs incurred to the Defendant and the Authority within 1 (one) Working Day of the sale of the asset.
10.10	The Service Provider will ensure assets are obtained and sold efficiently in order to avoid delay.
10.11	The Service Provider will deduct its costs/fees from the amount realised from the sale of assets and pay the net sum to the Authority within 7 (seven) Working Days from receipt of the funds.
10.12	If the Court wishes to consider withdrawal of the Order or if the Court withdraws the Order, the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions of the Court within 30 (thirty) minutes using the agreed Return Codes. Where any Order is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Order.
11. DEALING WITH CUSTOMER QUERIES	
11.1	The Service Provider shall adhere to Data Protection Laws, ISMS and all applicable Law when dealing with all customers enquiries; customers may be Defendant or any third party.

11.2	The Service Provider shall provide a facility for telephone calls to be charged at a local rate for the Defendant, which should be advertised on all correspondence.
11.3	The Service Provider shall ensure that all Staff who respond to customer enquiries receive appropriate training including regarding conflict resolution.
11.4	The Service Provider shall offer as a minimum the following methods of communication, telephone, email, letter, and online facilities for members of the public (including any Defendant) to make an enquiry in respect of the Services performed by the Service Provider.
11.5	The Service Provider shall respond to all enquiries promptly and courteously and all responses provided shall be correct unambiguous and in plain language.
11.6	The Service Provider shall respond to all written queries within 5 (five) Working Days of receiving the written query.
11.7	The Service Provider shall have the facility to receive and answer telephone queries as a minimum on the days and between the hours agreed with the Authority.
11.8	The Service Provider shall answer all incoming telephone queries relating to the Services in accordance with the Performance Measures set out in Schedule 4 (Pricing and Performance) and ensure it has the appropriate number of call handlers to do so.
11.9	The Service Provider shall ensure that the Defendant's record is updated on the Service Provider IT System on receipt of any written query from or relating to that Defendant (including queries from third parties) and record the outcome when the query has been dealt with, within 1 (one) Working Day.
11.10	The Service Provider shall ensure that the Defendant's record is updated on the Service Provider IT System immediately with details of the call and the outcome (including calls/queries from third parties).
11.11	The Service Provider shall ensure that any queries which it determines, acting reasonably, are escalated as a complaint to the Service Provider's appropriate manager and are managed in accordance with the Complaint Handling requirement contained within Section 9 of this Schedule.

11.12	The Service Provider shall on request by the Authority provide to the Authority the details of any Defendant query.
11.13	The Service Provider shall provide performance data regarding customer queries to the Authority upon request, including: • volumes of calls and correspondence by type • time frame for resolution of queries • call waiting times • numbers of missed calls
12. FINANCE AND ACCOUNTING	
Payments	
1	The Service Provider shall ensure that all of its payment processes align to all applicable Law, accounting standards and all Authority policies in relation to the security, handling and protection of monies and data (which form part of this Contract) including Schedule 10 (Policies and Standards).
12.2	The Service Provider shall have 1 (one) bank account exclusively for the management of payments for the Authority work. The Service Provider shall not under any circumstances use this bank account for any other clients work or for the running of the Service Provider's business operations.
12.3	The Service Provider shall have a secure method to ensure that any cash payments are deposited via a secure method promptly (and no later than 1 (one) Working Day of the payment being taken).
12.4	The Service Provider shall have in place and implement controls to manage the risk of fraud and errors on all receipts and payments processed.
12.5	The Service Provider shall report any incidents of fraud or attempted fraud to the Authority immediately (and no later than within 1 (one) Working Day upon discovery).

12.6	The Service Provider shall comply with industry standard guidance and all applicable Law in relation to money laundering notification procedures for cash payments.
12.7	The Service Provider shall ensure that all transactions are recorded against the correct accounting period.
12.8	The Service Provider shall ensure that all payments received by whatever method are brought to account completely, accurately within 1 (one) Working Day of receipt on the Defendant's record on the Service Provider IT System.
12.9	The Service Provider shall have a system to process any payments which cannot immediately be allocated to a specific Defendant account, by holding the payment in suspense until enquires can be made to ensure that the payment is allocated to the correct account; for example, when a Defendant has sent a payment with insufficient details to allocate. This process shall ensure that further enquires are undertaken and that all monies should be allocated to the account within 7 (seven) calendar days. A full audit trail shall be available to track payments through the process.
12.10	The Service Provider shall agree a process with the Authority to manage Charge Backs (rejected credit/debit card payments) and Referred to Drawer cheques. All cheque payments received from Defendant shall be retained in the Service Provider's client account for up to 5 (five) Working Days until cleared before being remitted to the Authority. This will ensure that no payment made by a Defendant to the Authority is dishonoured. The Service Provider shall ensure that the Defendant record on the Service Provider IT System is updated immediately or within 1 (one) Working Day of all steps taken in relation to rejected payments. The Service provider should then continue to enforce the Warrant or Order

12.11	The Service Provider shall apply all sums in accordance with the Law and pay any outstanding balance owed to the Authority. The Service Provider shall update the Defendant account on the Service Provider IT System to show that the money has been paid to the Authority. Any overpayments received must be returned to the Defendant or relevant third-party payee; the Service Provider shall update the Defendant's account on the Service Provider IT System to provide a full audit trail that the overpayment has been returned.
12.12	The Service Provider shall retain financial records for 7 (seven) years after the final payment has been attributed to a Defendant's account in accordance with the Authority retention policy set out under Schedule 10 (Policies and Standards).
12.13	The Service Provider shall make available any audit and related action plans for financial management that include, but are not limited to, fraud and risk which is relevant to this Contract.
12.14	The Service Provider shall account for 100% of the receipts received. The Service Provider will not under any circumstances utilise the receipts received to fund any of the operational costs of running the service.
12.15	The Service Provider shall allow the Authority and National Audit Office to carry out open book accounting processes, at any time. The Authority must be able to access performance and accounting data with regards to Warrants and Orders.
12.16	The Service Provider shall be able to provide a complete list of all outstanding accounts, in the format agreed upon request or at specified points in the year.

12.17	The Service Provider shall be able to provide as required a full transactional list of the following items: • All Payments received from the defendant or third party • All Payments received by the Service Provider and transferred to Authority • Charge Backs / Referred to Drawer cheques • Suspense items • Defendant's Listings
12.18	The Service Provider shall forward to the Authority any Payments received from a Defendant or third-party payee after the relevant Warrant or Order has been return to the Authority. No monies can be retained by the Service Provider. The Service Provider shall return any fee payments to the Defendant or third-party payee; the Service Provide shall update the Defendant's account on the Service Provider IT System to provide a full audit trail that the fees have been returned.
Payments received from the Defendant during doorstep activities	
12.19	The Service Provider shall ensure that all of its payment and receipting processes align to all applicable Law, accounting standards and any policies of the Authority in relation to the security, handling and protection of monies and data which form part of this Contract.

12.20	The Service Provider shall ensure that receipts are issued for all Payments accepted during doorstep activities with the receipt including: • name of Defendant • date of receipt • receipt number • fine account reference number – Authority account number and Service Provider's unique reference number • amount received • a break down to show the Fees and Charges payable to the Service Provider and the amount to be paid to Authority • Field Operative identity • signature of Field Operative • for any credit/debit card payments, the payment acceptance reference number (if provided) The Service Provider shall ensure that the receipt is given to the person making the payment at that time and a copy retained for the Service Provider's accounting records. The Service Provider shall add a note of the payment taken to the Defendant's record on the Service Provider IT System along with the receipt number issued, and the details of the Field Operative taking the payment, within 1 (one) Working Day of the payment being taken.

12.21	The Service Provider shall ensure that where the Field Operative accepts a payment by credit or debit card during doorstep activities, the payment acceptance reference number from the payment line is provided to the person who had made the payment and the details retained by the Service Provider for its accounting records. The Service Provider shall add a note of the payment taken to the Defendant's record on the Service Provider IT System along with the payment acceptance reference number and the details of the Field Operative taking the payment within 1 (one) Working Day of the Payment being taken.
12.22	The Service Provider shall ensure its Field Operative complies with industry standard guidance PCI Data Standards and Authority policy in relation to money laundering notification procedures for cash payments set out under Schedule 10 (Policies and Standards).
12.23	The Service Provider shall ensure that financial transactions made are brought to account completely, accurately and promptly within 1 (one) Working Day of receipt against the Defendant's record on the Service Provider IT System.
Remittances to the Authority	
12.24	The Service Provider shall produce and issue to the Authority Remittances on a weekly basis in the format agreed, this should be sent to the Authority electronically. All monies transferred to the Authority shall quote the Defendant's account reference number, to ensure it is allocated to the correct account reference number. The Service Provider IT System shall show on the Defendant's record that the money in respect of the Warrant or Order has been transferred to Authority. The Service Provider shall work in partnership with the Authority to agree the changes to the format of the Remittance at no cost to the Authority.
12.25	The Service Provider shall make all payments to the Authority by BACS weekly in line with the corresponding Remittance.
12.26	The Authority will fully reconcile all Remittances back to the Service Provider IT System and this will be evidenced by a reconciliation report.

Daily Bank Reconciliations	
12.27	The Service Provider shall undertake and complete Daily Bank Reconciliation on the dedicated account, all unidentified or unreconciled items should be cleared within 5 (five) Working Days.
12.28	The Service Provider shall send the Authority copies of the Daily Bank Reconciliation reports each month. The reports shall include details of any unidentified or unreconciled items.
Payment received direct by the Authority after a Warrant of Control or Clamping Order has been issued	
12.29	The Authority shall forward any payments it receives following the issue of a Warrant of Control or Clamping Order to the Service Provider on a daily basis by BACS and with supporting Remittance in the agreed format and method. The Authority shall write to the Defendant to inform them that the payment has been sent to the Service Provider and they must contact the Service Provider to conclude the matter. These payments shall be allocated to the Defendant's account on the Service Provider IT System within 1 (one) Working Day of receipt of the Authority transfer.
Payment received direct by the Authority after a Financial Arrest Warrant or Commitment Warrant, or Committal To Custody Overnight At Police Station Warrant has been issued	

The Authority shall process any payments in full it receives following the issue of a Financial Arrest Warrant, Commitment Warrant, or Committal to Custody Overnight at Police Station Warrant via the Authority's accounting system and the Authority shall inform the Service Provider as per the agreed method, if any change to the Law requires or allows a change, the Authority will agree with the Service Provider the relevant amendment:

Payment in Full

Enforcement stage	Action Required
Payment received before Warrant uploaded to Service Provider's IT System.	Service Provider shall complete as withdrawn as per Return Codes and add note to the Service Provider IT System.
Payment received after Warrant uploaded to Service Provider's IT System, and Initial Contact Letter not yet sent.	Service Provider shall complete as withdrawn as per Return Codes and add a note to the Service Provider IT System.
Payment received after Warrant uploaded and Initial Contact Letter sent but prior to Personal Contact Visit activities commenced by Service Provider.	Service Provider shall complete as paid in full as per Return Codes. The Service Provider shall add a note to the Service Provider IT System that the monies have been paid to the Authority.
Payment received after Warrant uploaded and following Personal Contact Visit activities commenced by Service Provider.	Service Provider shall complete as paid in full as per Return Codes. The Service Provider shall add a note the Service Provider IT System that the monies have been paid to the Authority.

Part Payment

Financial Arrest Warrant	
Enforcement stage	Action Required
The Authority will allocate the payment to the account and notify the Service Provider by the agreed method of the new outstanding balance on the Warrant.	The Service Provider will update the Service Provider IT System within 30 (thirty) minutes of receipt of the notification, to record the payment to the Authority and

	ensure that the correct outstanding balance is recorded for the Warrant.

Commitment Warrant, or Committal To Custody Overnight At Police Station Warrants	
Enforcement stage	Action Required
At any stage the Authority will refund any part payment received from the Defendant and write to the Defendant to inform them to contact the Service Provider to arrange future payments. The Authority will inform the Service Provider of the details by the agreed method.	Service Provider to add note to the Defendant's record on the Service Provider IT System.

12.30	The Service Provider shall ensure that all documents including business cards that are sent to the Defendant within Wales should be bilingual. Any Defendant that wishes to correspond with the Service Provider, either face to face, digitally or by telephone should be able to do so in their preferred language.
Fees	
12.31	No fees or charges will be paid to the Service Provider by the Authority during the implementation period between the Commencement Date and Service Commencement Date.
12.32	No fees will be paid for any Warrants or Orders executed solely by the Police.
13. FINANCIAL ARREST WARRANT - IN RELATION TO ANY FINANCIAL ARREST WARRANT INCLUDING CONFISCATION	
13.1	If the Authority informs the Service Provider that a Financial Arrest Warrant has been issued either with Suspended Commitment enforcement on the account, or that the Financial Arrest Warrant has been issued on a confiscation account, the Service Provider shall record this on the Service Provider IT System to enable the Warrant to be managed in accordance with all relevant requirements.
13.2	The Service Provider will issue an Initial Contact Notice to the relevant Defendant within 3 (three) Working Days of being entered onto the Service Provider's IT system of receipt in order to encourage the Defendant to make contact with the Service Provider and make full payment of the amount owing.
13.3	Where applicable, following the issue of an Initial Contact Notice and up to the point of execution of the Warrant, the Service Provider shall make additional attempts to contact the Defendant in order to obtain full payment of any outstanding amount. This can include text, telephone or email but no fax
13.4	Where the Service Provider has been unable to obtain full payment of the outstanding balance the Service Provider shall attempt to execute the Warrant by conducting an initial personal visit to the Defendant, this first visit shall be carried out within 30 days of the warrant being entered onto the Service Provider IT System. Where a Warrant has been issued with Bail for a specific Court hearing date, visits shall be scheduled to allow sufficient time to execute the Warrant at least 2 (two) Working Days prior to the Court date.

13.5	Where there is a warrant of arrest for non-payment of a financial penalty other than a warrant issued for non-payment of a confiscation order, or a warrant of commitment (excluding Confiscation Warrants and Suspended Commitment) the Service Provider can apply any criteria in Annex 10.
13.6	If no contact is made the Service Provider shall carry out further visits – a minimum of 3 (three) visits on different days and at different times of the day to include early morning and evening shall be undertaken.
Executing Financial Arrest Warrants <u>WITH</u> Bail in the first instance	
13.7	In the first instance the Service Provider will always try and obtain payment in full.
13.8	Where full payment cannot be secured, the Service Provider shall attempt to arrest and Bail the Defendant in accordance with any instructions contained on the Warrant including any requirement for recognizance and, following any arrest, issue the Defendant with a Bail Notice.
13.9	The Service Provider shall comply with the requirements of the Warrant in full, including any direction concerning bailing the Defendant. Where Bail is granted but no date is specified on the Warrant, the Service Provider shall comply with locally agreed listing arrangements for bailing the Defendant to a specified date and time. The Service Provider shall make it clear when dealing with a Youth case to ensure that any Youths are bailed to a Youth Court.
13.10	As part of the arresting and bailing process, the Bail Notice shall be signed by the Defendant and the arresting officer. A copy shall be provided to the Defendant at the time. Where the Defendant is under 18 (eighteen) years of age a copy of the Bail Notice shall additionally be supplied to the Defendant's Parent or Guardian.

13.11	Once a Bail Notice has been issued, the Service Provider shall, in advance of the hearing specified on the Bail Notice, and no later than 2 (two) Working Days before the hearing date, inform the Court of the hearing and provide a copy of the Bail Notice by the agreed method the Authority. If part payment is taken at the time of arrest these details shall be provided to the Authority at least 2 (two) Working Days before the Court hearing date. All monies shall be paid to the Authority in accordance with the Finance and Accounting requirement.
13.12	Where the Service Provider successfully arrests and Bails a Defendant the Financial Arrest Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's record on the Service Provider IT System within 30 (thirty) minutes of receipt of the information. Where applicable the Service Provider shall follow the agreed procedure immediately and no later than 30 (thirty) minutes on receipt of the information to inform the Authority that a Wanted for Arrest circulation needs to be removed from PNC. Where the Financial Arrest Warrant requires the Defendant to be arrested and bailed and where circulated on PNC, the Service Provider will only execute the Financial Arrest Warrant within the times agreed with the Authority, unless arrangements can be made for the Police to remove the Financial Arrest Warrant.
13.13	If the Service Provider is unable to arrest the Defendant due to circumstances which are not likely to change or where the defendants circumstances allow the Service Provider to apply the criteria set out in Annex 10, the Service Provider shall complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant.
13.14	The Service Provider shall ensure that any Warrant which has not been executed by the Bail Date specified on the Warrant is completed on the Service Provider IT System in accordance with the agreed Return Codes and returned to the Authority with full details of all efforts taken to execute the Warrant.
Arrest Warrants WITHOUT Bail	
13.15	In first instance the Service Provider will always try and obtain payment in full.

13.16	Where full payment cannot be secured and if contact cannot be made with the Defendant, the Service Provider shall conduct a visit to the Defendant's address and attempt to arrest the Defendant in accordance with any instructions contained on the Warrant.
13.17	Prior to the transportation of a Defendant to Court or Police Custody, the Service Provider shall • place any personal property of the Defendant in a clear plastic bag, which shall then be sealed and given a unique reference number • complete the relevant sections of the PECS Person Escort Record form, including an inventory of any personal property removed from the Defendant and the reference number of the sealed property bag
13.18	The Service Provider shall adhere to the provisions contained within the PECS Contract and, when arriving at the relevant Court or Police Custody establishment, the Service Provider shall liaise with the PECS or Police Custody staff as required.
13.19	The Service Provider shall not carry out any arrests at times that would result in a relevant Court not being open to accept a Defendant (such as outside the Court's opening hours), except where the Service Provider has made arrangements for any Defendant arrested outside of those hours to be detained at a local Police Station
13.20	Prior to the Service Provider arresting the Defendant, the Service Provider shall contact the Court named on the Warrant to notify them of the arrest and ensure that they are able to deal with the Defendant prior to transporting them to the Court. The Service Provider shall then transport the Defendant as directed by the Court. The Service Provider shall make it clear to the Court a Youth case is being dealt with, to ensure that the Court can list the case in the appropriate Court.

13.21	Prior to arresting the Defendant, the Service Provider shall contact the Court named on the Warrant to confirm if it is able to accept the Defendant. The Service Provider shall make it clear to the Court a Youth case is being dealt with, to ensure that the Court can list the case in the appropriate Court. If the Court is unable to accept the arrest and no other suitable Court can accept the arrest, the Service Provider shall consider which of the options below is most appropriate: • arrest the Defendant and use Police Custody; • don't arrest and arrange a date for the Defendant to Surrender; in this case the Defendant shall be informed that the Warrant remains live until it is dealt with by the Court. The Service Provider shall only agree a Planned Surrender date with the Defendant if it has accessed the risk information available and determined that there is no increased health and safety risk to Court Staff and Court Users. Where the Court has accepted an arrest by the Service Provider but due to specific circumstances the defendant cannot be accepted in the court cells. The Service Provider will produce the Defendant throughout the Contract in accordance with the Authority's instructions and any applicable Law
13.22	If the Service Provider is unable to arrest the Defendant due to circumstances which are not likely to change or where the defendants circumstances allow the Service Provider to apply the criteria set out in Annex 10, the Service Provider shall complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant.

13.23	Where the Service Provider successfully arrests the Defendant, or secures payment in full, the Warrant will be classed as executed and the Service Provider shall update the relevant Defendant's account on the Service Provider IT System accordingly within 30 (thirty) minutes of receipt of this information. Where applicable the Service Provider shall follow the agreed procedure immediately and no later than 30 (thirty) minutes on receipt of the information to inform the Authority that a Wanted for Arrest circulation needs to be removed from the PNC. Where the Warrant requires the Defendant to be arrested and bailed and that Wanted for Arrest is circulated on PNC, the Service Provider will only execute the Warrant within the times agreed with the Authority, unless arrangements can be made for the Police to remove the Warrant. The Defendant shall be informed that the Warrant remains live and where applicable is circulated on PNC, until it is withdrawn by the Court.
Planned Surrender	
13.24	The Service Provider shall only agree a Planned Surrender date with the Defendant if it has accessed the risk information available and determined that there is no increased health and safety risk to Court Staff and Court Users.
13.25	The Authority will provide the Service Provider with details of Planned Surrender time and date slots agreed locally with the relevant Courts.

13.26	Once a date for Planned Surrender has been agreed with the Defendant, the Service Provider shall, in advance of the hearing date, and within 2 (two) Working Days of that hearing date, inform the Court of the hearing by the agreed method. The Service Provider will update the Service Provider IT System in line with the Authority procedures within 1 (one) Working Day. Where the Defendant informs the Service Provider of its intention to Surrender to a Court without agreeing a Planned Surrender date, the Service Provider shall continue to attempt to execute the Warrant until it is notified by the Court that the Defendant has Surrendered. Upon such notification, the Warrant will be classed as executed and the Service Provider shall update the Service Provider IT System accordingly within 1 (one) Working Day. The Defendant shall be informed that the Warrant remains live and where applicable is circulated on PNC, until it is withdrawn by the Court.
13.27	Where the Authority has informed the Service Provider whether the Defendant attended the hearing or not, the Service Provider will then complete the Warrant on update the Service Provider IT System within 30 (thirty) minutes of receipt of the information in line with the Authority procedures using the agreed Return Codes.
Managing unexecuted or withdrawn Financial Arrest Warrants	
13.28	If the Court wishes to consider withdrawal of the Warrant or if the Court withdraws the Warrant, the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions of the Court within 30 (thirty) minutes using the agreed Return Codes. Where any Warrant is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Warrant.

13.29	Whilst the Warrant remains live the Service Provider will review the Warrant as a minimum on a 30 calendar day basis until the Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available. Where any new information is obtained, the Service Provider shall: • record this information on the Defendant's record on the Service Provider IT System • make contact with the Defendant again in accordance with timescales and mandatory steps as detailed in the Performance Measures in the Pricing and Performance Schedule
13.30	The Service Provider may apply for 1 (one) extension of 30 (thirty) calendar days for specific Warrants where there is information to show a likelihood that the Warrant can be executed within that Retention Period. The Service Provider shall make any application on a Warrant by Warrant basis to the Authority which includes all information to support the application. The Service Provide shall update the Service Provider IT System with the application and the decision of the Authority within 1 (one) Working Day. Note: This does not apply to any Warrant issued stating a specific date when the Warrant must be executed by.
13.31	At the end of the agreed Retention Period the Service Provider will complete all applicable Warrants on the Service Provider IT System and return them to the Authority by the agreed method and using the agreed Return Codes. This return will contain details of all Warrants and an outline of all efforts made to execute the Warrant including the number, dates and times of visits, and any intelligence tracing undertaken, including any new information found during these activities.

13.32	If the Court has refused any application to withdraw the Warrant, the Authority will notify the Service Provider by the agreed method. The Service Provider will update the Defendant's records on the Service Provider IT System within 30 (thirty) minutes of receipt of the notification to show that the Warrant is still live. Whilst the Warrant remains live the Service Provider will review the Warrants as a minimum every 30 days until the Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available, and make contact with the Defendant again and make further attempts to execute the Warrant. The Service Provider will liaise with the Authority to agree next actions if the Warrant remains live after 30 (thirty) days.
13.33	If the Service Provider has evidence that the Warrant should be returned for example if the Defendant is deceased, in Prison etc, the Service Provider will complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. Template Report at Annex 7.
Managing unexecuted or withdrawn Financial Arrest Warrants in connection with Confiscation Orders and Suspended Commitment Enforcement	
13.34	Whilst the Warrant remains live, the Service Provider shall undertake a minimum of 3 visits on different days and at different times of the day to include early morning and evening within 90 days. Further visits and execution activity shall continue as required if the Warrant remains unexecuted. If the Warrant remains live after 90 days the Service Provider will review any Warrants as a minimum every 30 days until the Warrant is either executed or withdrawn by the Court, by carrying out tracing activity against the relevant Defendant to confirm whether any new information is available. Where any new information is obtained, the Service Provider shall: • record this information on the Defendant's record • make contact with the Defendant again in accordance with timescales and mandatory steps as detailed in the Performance Measures in the Pricing and Performance Schedule

13.35	If the Service Provider is unable to arrest the Defendant due to circumstances which are not likely to change, the Service Provider shall complete a report attaching any supporting evidence to enable the Warrant to be returned to the Authority for an application to withdraw the Warrant. If the Service Provider has evidence that the Defendant is in Prison the Commitment Warrant shall be returned to the Authority, it must be completed on the Service Provider IT System in accordance with the agreed Return Codes. Note: If applicable during this time the Warrant will remain live and can still be executed by the Service Provider, whilst the Warrant is live it will remain circulated on as Wanted for Arrest on the PNC and therefore there is a possibility that the Service Provider will be informed the Warrant has been executed by the Police.
13.36	If the Court wishes to consider withdrawal of the Warrant, or if the Court withdraws the Warrant, the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions of the Court within 30 (thirty) minutes using the agreed Return Codes. Where any Warrant is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Warrant.

14. **IT**	
General Requirements	
14.1	The Service Provider IT System, management system, and supporting technology ("the System") employed by the Service Provider shall: • have cyber essential certification ISO27001 and comply with all other relevant standards in line with IT Cyber Security & Information Assurance Requirements Guidance (Annex 8) and the Security Aspects Letter (Annex 9) • be a resilient service particularly during Normal Working Hours • be resilient with no single point of failure • be flexible and extendible to cope with varying demand and the addition of new users, services and applications. Without prejudice to Annex 8 the System shall ensure that its System it uses are secure and prevent intrusion and data loss and shall include provision for logging and auditing usage and access.
14.2	The System shall be assured for handling HMG information in line with HMG Security Guidelines as detailed in IT Cyber Security & Information Assurance Requirements Guidance (Annex 8) which include the establishment and implementation of personnel, application, technical and physical security controls. The Authority may conduct an IT health check (being a CHECK team implemented vulnerability scan and penetration test) as part of the assurance process.
14.3	The IT elements of the System shall be fully supported by the Service Provider for the Contract Period, such support to include monitoring, reporting, updates and patching, technical support and training, reporting and resolution of problems and incidents, and Change Management.
14.4	The Service Provider's instance shall be used exclusively for managing the Authority work. Under no circumstances should any other Service Provider's work be included on the Service Provider's instance.

14.5	The Service Provider shall ensure that the location; and any IT device with access to the Service Provider IT System are capable of preventing unauthorised access to the location and the Service Provider IT System
14.6	The Service Provider shall ensure all removable device ports are disabled from the Service Provider IT Systems including any mobile devices handling the Authority Data.
14.7`	Anyone accessing the Service Provider IT System via remote access must (i) access from an authorised and supported end point device which provides encrypted connectivity, is secure and does not introduce risk to the HMCTS service; and (ii) be authorised via multi factor authentication.
14.8	On expiry or termination of the Contract, the Service Provider shall support Business Continuity in accordance with Clause H9 (Retendering and Handover) to Clause H12 (Warrants and Orders on Expiry or Termination) and Schedule 15 and migrate all required information in a readable manner to a replacement Service Provider(s) or to the Authority within the timeline dictated by the Authority free of charge.
14.9	To comply with Section 14.4, the System shall be based as far as feasible on Open Source and Open Data standards.
14.10	The Authority may introduce a new method of delivering data to the Service Provider at any time during the Contract, and the Service Provider shall ensure that their systems are adaptable.
14.11	The Service Provider IT System and associated services shall be maintained and updated in real time.
14.12	The Authority shall have separate secure access to the Service Provider's IT System with a write facility and a real time view of all of the Authority's Accounts and the facility to enter notes and make requests on the Service Provider's IT System. The Authority shall also be able to download Management Information data and reports from the System.

Access Requirements	
14.13	The Service Provider shall ensure that the System: • provides a robust role based access at all levels from infrastructure and administration through to end user • is able to limit users to a single log in at any one time and any exceptions to this must be clearly identified • has the facility to authenticate Users. All such authentication mechanisms, including passwords, must comply with HMG Security Guidelines, see Cyber Security & Information Assurance Requirements Guidance (Annex 8) and Security Aspects Letter(Annex 9) • https://www.ncsc.gov.uk/collection/passwords?curPage=/collection/passwords/updating-your-approach
14.14	Administrators shall have the ability to reset a User's password and users shall have the ability to change their own password.
14.15	Provides for password reminders in accordance with HMG Security Guidelines.
Archive	
14.16	The System shall be able to access archived data within 24 hours of a legitimate request being made by the Authority.
14.17	It must be possible to identify and securely destroy data that is older than the Retention Period notified to the Service Provider by the Authority.
Audit, Logging and Monitoring	
14.18	The Service Provider shall put in place appropriate monitoring tools and processes to support and maintain the Key Performance Indicators and to provide Management Information in accordance with Schedule 19 (Management Information and Reporting).

14.19	The System shall maintain logs and records for audit purposes. Audit logs and records shall be maintained in a way that facilitates finding or identifying specific items within the log, and which supports a policy of forensic readiness capable of supporting the investigation and response to security breaches.
14.20	The System shall log or record all operations and changes made to data and information. As a minimum, the System should be able to identify Users, the time of System was accessed, the changes and uploads made by the Users
14.21	Audit and monitoring logs and records shall be available to designated “Authorised Users” and the Authority if so requested.
14.22	It shall not be possible to amend or delete any audit trail without a separate audit event capturing these changes.
14.23	Audit and log data shall be held for the same amount of time as the source data it pertains to (i.e. for the same data Retention Period).
14.24	When data or information is changed, a record of the original data must be maintained.
14.25	The System shall not delete from audit and monitoring logs any Authority Data relating to Users.
14.26	The creation and storage of audit logs shall not impact on the performance of the transcription service.
14.27	In the event of error or component failure, the relevant log files must provide enough information to support investigation and isolation of the point and possible cause of failure.
Availability and Resilience	
14.28	The System shall be sufficiently robust and resilient to meet the required hours of operation, with no single points of failure and designed to minimise data loss.
14.29	It must be possible to restore the System to a known point (for example in the event of a failure or for other business reason). In support of this the Service Provider shall provide a backup and storage approach that will ensure that data loss is minimised and that data can be restored within a reasonable period, to be approved by the Authority. See also Schedule 15 Business Continuity and Disaster Recovery Plan.

14.30	Backups shall be verified to ensure that they are capable of being restored and the restore procedures shall be successfully tested on a regular basis - at least annually.
Capacity	
14.31	The System shall be capable of managing and storing the volume of data and information produced by the Service, plus all monitoring, audit and other logs.
14.32	The System shall be able to support the anticipated required number of users as during Normal Working Hours.
14.33	The System shall support changes in capacity and demand as required.
14.34	The System shall support the bulk upload of a variety of file types as required by the Service Provider's operations.
14.35	The System shall have the capability to run management reports as required by the Authority under the terms of this Contract.
Compliance and Policy	
14.36	All Staff working on the System with access to Defendants Data and User Data shall be security cleared to a minimum of baseline standard BPSS.
14.37	The System shall facilitate the Authority's compliance with all applicable Law, including but not limited to provisions for controlling access to Data and monitoring changes.
14.38	The Service Provider shall ensure that the System follows current industry and government best practices for accessibility and shall work with commonly available assistive technologies. The cross government minimum accessibility standard is https://www.w3.org/WAI/WCAG21/Understanding/
14.39	The System shall facilitate compliance with Laws relating to the use of the Welsh language including the Welsh Language Measure 2011.

14.40	The Service Provider shall maintain good practices in respect of coding, development, document management and record keeping which the Authority may access and audit on request.
14.41	The System will meet Cabinet Office digital standards, including prioritising the use of Open Source, Open Standards, Open Data standards and use of common components and services.
Data Integrity	
14.42	The System shall maintain the integrity of information that is processed. It shall ensure that changes are completed and confirmed by the user, and are auditable (and cannot be repudiated).
14.43	Ensures no more than one person can update a record at the same time to minimise the opportunity for errors.
14.44	The System shall validate Data at the point of entry. Data validation will include enforcement of any appropriate and agreed Data standards or formats.
14.45	The System shall provide the means to restore the business Data to a known, consistent state following the discovery of any fault in the application software.
14.46	Data no longer required (subject to retention rules or authorised requests from the Authority) shall be securely removed / deleted in accordance with Cyber Security & Information Assurance Requirements Guidance (Annex 8).
14.47	The Service Provider must ensure the disposal of any electronic storage media used for the Authority Data shall be securely erased and destroyed in accordance with the CPNI Standard for Secure Destruction of Sensitive Items (or an equivalent standard). Please see Schedule 10 Policies and Standards. A certificate of destruction shall be requested by the Service Provider from the company undertaking the destruction and it must be retained upon completion, and a copy provided to the Authority.

Documentation	
14.48	The Service Provider will provide sufficient training and guidance documentation to support independent technical and security assessment of the status of the System as set out in Cyber Security & Information Assurance Requirements Guidance (Annex 8).
14.49	The Service Provider shall keep all documentation up to date to reflect the current state of any technology and procedures associated with the System at all times.
Support, Maintenance, Testing and Service Provision	
14.50	The Service Provider shall support and maintain the System for the Contract Period and shall have a documented service management approach which includes but not limited to incident, problem, change and service level management disciplines.
14.51	The Service Provider shall provide a documented incident management process which should include contact points and escalation process and integrates with HMCTS incident management requirements.
14.52	NOT USED
Interoperability	
14.53	Should the Service Provider's proposal require an interface with other systems as well as with the Authority's own systems. The System shall be capable of importing or exporting data and interfacing with other services using recognised formats or protocols (e.g. XML, SOAP, CSV).
14.54	The Service Provider shall comply with the Authority's terms and conditions relating to access to its systems and in particular to changes that will be required to support HMCTS need.
14.55	It shall be possible to export all data held in the System in a recognised open format such as XML or CSV.

15 SECURITY AND INFORMATION ASSURANCE	
15.1	The System shall be protected by appropriate people, process, technology and physical security controls as part of a ‘defence-in-depth’ approach. See Security Aspects letter. (Annex 9)
15.2	The Service Provider shall comply with Cyber Security & Information Assurance Requirements Guidance (Annex 8).

15.3	The Service Provider shall have: • a procedure for identifying, evaluating and reporting security incidents which potentially or actually present a risk to the confidentiality, integrity or availability of Authority (including customer) data and the procedure for escalating security incidents to the Authorities Operational Security team as required and in the timescales required by the Authority (Section 14.51) • a robust methodology for ensuring information security assurance and controls are in place to ensure the confidentiality, integrity and availability of Government Security Classified (GSC) Data under its control • a list of dependencies which clearly identify the roles and responsibilities of its Staff • processes and procedures to show how the Service Provider will maintain compliance with vetting requirements for all its staff. • a framework for managing Information Assurance throughout the Contract Period • a process for keeping staff trained and fully aware on information security matters • an approach for risk assessing the Service Provider IT Systems used in providing the Services • an approach to ensuring that Information Assurance is embedded into its ICT change management and project management processes • an approach for undertaking security risk assessments of information in accordance with the requirements of the HMG Security Policy Framework ("SPF"). Please refer to Schedule 10 (Policies and Standards). • an Approach to handling Government Security Classified Data when considering data classification, data in both physical and electronic format, privacy-related legislation, policies, processes and procedures • an approach on how information security requirements will be met if any part of its service includes any element of off-shoring

16. TRANSLATION SERVICE REQUIREMENT	
16.1	The Service Provider shall adhere to all applicable Law in regards to language translation requirements in the conduct of public business and the administration of justice.

16.2	The Service Provider shall ensure that it has a facility to offer translation services for any Defendant where their first language is not English or Welsh to ensure that any customer that wishes to correspond with the Service Provider, either face to face, digitally or by telephone shall be able to do so in their preferred language.
17. USE OF FORCED ENTRY	
17.1	This procedure covers any instances where the Service Provider considers it necessary to use reasonable force to gain entry to a property in order to execute a Financial Arrest Warrant, Breach Warrant, Commitment Warrant or Committal to Custody Overnight at a Police Station Warrant or Warrant of Control. The Service Provider shall adhere to all applicable Law and Good Industry Practice associated to the relevant Warrant type.

17.2	The Service Provider shall maintain an electronic database on the Service Provider IT System of all Forced Entry requests and their outcomes and be available to be provided to the Authority on request. The record shall include: • date and time the Authority Nominated Officer approval was requested • date and time of when the Service Provider receives the decision of the Authority Nominated Officer • Warrant Type (Warrant of Control, Commitment Warrant, Committal to Custody Warrant, Financial Arrest Warrant or Breach Warrant, Committal to Custody Overnight at a Police Station) • name of Defendant • issuing Court and Warrant number • name and number of Service Provider's Field Operative and other staff in attendance • address where the Forced Entry was gained/attempted • details of others in attendance i.e. Police officer including name and number, locksmith including the company name, Court officials and others • a concise narrative of the event as it unfolded, including if Forced Entry proved necessary and if any force was necessarily used to restrain the Defendant. There must also be a record made of any damage to the Defendant or third party property. Where no damage has arisen then a nil return shall be recorded • the outcome including if an arrest was made or taking control of goods was successfully executed • details of action taken to secure the property • what, if any, further action has been agreed with the Authority Nominated Officer or the Defendant Following the use of any Forced Entry the outcome shall be fully updated on the Service Provider's Forced Entry database

	within 1 (one) Working Day.
Entry to take control of goods (Warrant of Control)	
17.3	Prior to using Forced Entry the Service Provider shall ensure that the authority to use Forced Entry is applicable to the individual circumstances at the time.
17.4	No Forced Entry to take control of goods against a Defendant shall be attempted without securing approval of the Authority. Where applicable an application to the Court shall be made by the Service Provider using the agreed method and complying with all applicable Law. Responsibility for the actual Forced Entry will remain with the Service Provider.
17.5	Before approval can be given the Service Provider shall contact the Authority Nominated Officer via the agreed method to explain the circumstances and reasons for requesting approval to use Forced Entry and the method which is to be used i.e. use of a locksmith. This shall be short and to the point and in accordance with a format agreed with Authority. All requests for approval to use Forced Entry shall be recorded on the Defendant's record on the Service Provider IT System, together with the Authority decision. This update shall include times and dates and be recorded within 30 (thirty) minutes of receiving the decision from the Authority.
17.6	Where approval is refused further dialogue shall be undertaken between the Service Provider and the Authority within 1 (one) Working Day to agree a suitable way forward.
17.7	Following a Forced Entry, it is the Service Provider's responsibility to ensure that the premises have been secured.
17.8	The Defendant's record on the Service Provider IT System shall be updated with details of the actions and outcome of any approved Forced Entry request within 1 (one) Working Day of the conclusion of the visit.
17.9	The Defendant's record on the Service Provider IT System shall be updated with details of any refused Forced Entry request within 1 (one) Working Day of the refusal.

Entry to Arrest (Breach, Financial Arrest, Commitment and Committal To Custody Overnight At Police Station Warrants).	
17.10	Prior to using Forced Entry the Service Provider shall ensure that the authority to use Forced Entry is applicable to the individual circumstances at the time.
17.11	No Forced Entry to arrest a Defendant shall be attempted without first securing approval of the Authority Nominated Officer, although responsibility for the actual Forced Entry will remain with the Service Provider. If an urgent approval is required in relation to a Breach, Financial Arrest, Commitment and Committal to Custody Overnight At Police Station Warrants outside of the Authority's normal Working Hours, the Service Provider's Nominated Officer may authorise the use of Forced Entry at his or her own discretion. The Service Provider must record all details including those of the relevant Nominated Officer on the Service Provider IT System, and inform the Authority by the agreed method within 30 (thirty) minutes of the decision being made.
17.12	Before approval can be given the Service Provider shall contact the Authority Nominated Officer to explain the circumstances and reasons for requesting approval to use Forced Entry and the method which is to be used. This shall be short and to the point and in accordance with a format agreed with Authority. All requests for approval to use Forced Entry shall be recorded on the Defendant's record of the Service Provider IT System, together with the Authority's decision. This shall include the date, time and be within 30 (thirty) minutes of receiving the decision from the Authority.
17.13	Where approval is refused further dialogue shall be undertaken between the Service Provider and the Authority within 1 (one) Working Day to agree a suitable way forward.
17.14	Following a Forced Entry it is the Service Provider's responsibility to ensure that the premises have been secured.
17.15	The Defendant's record on the Service Provider IT System shall be updated with details of the actions and outcome of any approved Forced Entry request with 1 (one) Working Day of the conclusion of the visit.

18.	VULNERABLE DEFENDANT AND OTHER CIRCUMSTANCES WHEN NOT TO PROCEED WITH ENFORCEMENT ACTIVITY UNTIL FURTHER ENQUIRES HAVE BEEN MADE
18.1	Claims of vulnerability shall be taken seriously by both the Authority and the Service Provider. These claims may be received via the Authority or to the Service Provider directly, by the Defendant or via appointed third party (e.g. family, friend, medical practitioner or organisations such as Citizens Advice Bureau (CAB). Legislation governing enforcement action does not define vulnerability. It requires, instead, a Field Operative to assess each case on its own merits rather than rely on a definition that does not cover every eventuality. Vulnerability is a potentially fluid state, so that some people might be constantly vulnerable (for example due to a permanent lack of mental capacity) but others temporarily (for example, suffering mental illness for a short period of time). The Service Provider shall ensure they have in place a procedure to manage all claims of vulnerability, and that these are handled in an appropriate and timely manner. All details relating to the vulnerability claim shall be treated as sensitive and the data protected accordingly. The Service Provider shall ensure compliance of this procedure. The Service Provider shall ensure that all Staff receive mandatory training which includes specific approved training on identifying and dealing appropriately with vulnerable persons. The Service Provider shall inform the Authority on the day that claims of vulnerability are received. The Service Provider shall have named Nominated Officer responsible for assessing and managing all claims of vulnerability. The Authority reserves the right to withdraw enforcement action where there is evidence that the Defendant is vulnerable and enforcement would not be in the interests of justice or may bring the Service Provider or department into disrepute. Where any Warrant or Order is requested back for this reason, the Service Provider shall not charge the Authority for request and the return of the Warrant or Order. Vulnerability is not always claimed in advance and the Service Provider may only become aware a Defendant may fall within the vulnerability procedure during attendance at the Defendant's property.

18.2	Whilst the list below is not prescriptive or exhaustive, these are examples of vulnerability: • is in hospital or nursing home • appears to suffer from severe physical or any mental disability • is an elderly person who has difficulty dealing with his/her affairs • is suffering long term sickness, serious or acute illness or frailty, which has resulted in a recent period of hospitalisation or Defendant being housebound and can provide evidence of sickness for the period in default • has suffered a recent bereavement of close/immediate family member • is heavily pregnant • has a genuine communication problem
18.3	Below are examples of when not to proceed with enforcement activity until further enquires have been made whether or not the Defendant is making any claim in respect of vulnerability: • Defendant produces evidence to show that account has been paid • Defendant claims to have made a Statutory Declaration, or other application has been made to the Court or the Authority, for example an appeal; and any conviction or sentence or Warrant or Order has been set aside or withdrawn by the Court or the Authority; in accordance with the appeals requirement • in circumstances where the Service Provider has doubts as to the identity of the Defendant or considers that to proceed with enforcement may prejudice the reputation or credibility of either party to this Contract • any other circumstance in which the authorised employee would consider it prudent to contact the relevant Court enforcement office

18.4	**Managing the claim** The Service Provider shall consider all claims of vulnerability however received e.g. via the Authority or the Defendant or appointed third party, the Field Operative during a visit, the claim can be made via a telephone call, text message, e-mail; written or in person to the Service Provider. All claims of vulnerability shall be recorded on the Defendant's record on the Service Provider IT System within 1 (one) Working Day of receipt. The Service Provider will place the Warrant or Order on hold until vulnerability has been assessed and a decision made on how to proceed. If during door step enforcement activity, the Field Operative suspects that vulnerability, they shall immediately cease any action and explain to the Defendant or appointed third party of what will happen next. They shall then contact the Service Provider's named Nominated Officer and ensure that all details are recorded on the Defendant's account on the Service Provider's IT System. In all cases the Nominated Officer shall: • communicate with the Defendant to confirm that the claim is being treated under the vulnerability procedure and send them a copy of the procedure and inform the Court's Nominated Officer via e-mail (including timescales) • given the nature of this procedure, common sense should be used, particularly where documentary evidence is not easily to hand in support of a claim • identify which reason the claim is being considered under • if evidence has not been provided, consider requesting for further evidence shall be sent to the correspondent and / or the Defendant, as appropriate • if the vulnerability is suspected by a Field Operative during the visit the officer shall provide a full report including all relevant details to the Service Provider's named Nominated Officer for consideration

	Once the Nominated Officer has made their initial assessment they shall liaise with the Authority to agree the outcome and where appropriate agree any control measures that can be utilised in order to enable enforcement action to continue. Once the initial assessment has been completed and agreed with the Authority Nominated Officer, the Service Provider's named Nominated Officer will communicate the outcome to the Defendant or their appointed third party. This may be that: • vulnerability is agreed, and the case is being returned to the Authority • vulnerability is agreed however options for control measures have been agreed to enable the case to be enforced • vulnerability is not agreed and enforcement action is to continue as ordered by the Court In all cases the Service Provider will update the Defendant's record on the Service Provider IT System within 1 (one) Working Day. In all cases all actions, communications and decisions shall be recorded on the Defendant's record on the Service Provider IT System. Where following agreement with the Authority that no further enforcement action shall be taken, the Warrant or Order is to be completed on the Service Provider IT System and returned to the Authority using the agreed Return Codes. In these circumstances the Service Provider shall not charge the Authority for request and the return of any Warrant or Order.
18.5	Vulnerability cases will be reported as part of the agreed reporting, as outlined in Schedule 19 (Management Information and Reporting).
18.6	A copy of the Service Provider's vulnerability procedure, which shall include the name and contact details for the named Nominated Officer and their deputies, shall be provided to the Authority.

19.	WARRANT OF CONTROL – ISSUED FOR FINE IMPOSITIONS AND CONFISCATION ORDERS
General Requirements	
19.1	The Service Provider shall adhere to all applicable Law and Good Industry Practice when executing Warrants of Control, including in relation to the recovery of all Fees.
19.2	If the Service Provider is notified that a Magistrates' Court has issued a Warrant of Control in respect of a sum which is enforced or enforceable; or recoverable as a civil debt, the Service Provider shall execute that Warrant of Control in accordance with all applicable Law including the Magistrates' Courts Rules 1981.
19.3	Fees may be returned to the Defendant following an Appeal in accordance with Section 3 (Appeals) of this Schedule being made after the Defendant has paid the fees to the Service Provider. The Authority may at its discretion negotiate with the Service Provider a return of these costs to the Defendant.
19.4	Where the Authority requests the return of a Warrant because it was issued in error, the Service Provider will refund any relevant monies including fees received from the Defendant or a third-party payee.
19.5	If the Service Provider requires any application in relation to a Warrant of Control, the request with all supporting information shall be sent to the Authority in the agreed format. The Service Provider will update the Service Provider IT System with details of the application; the outcome will be updated on the Service Provider IT System within 30 (thirty) minutes of receipt.
Enforcement Activity	
19.6	The Service Provider will issue an Initial Contact Notice to the relevant Defendant within 3 (three) Working Days of being entered onto the Service Provider's IT System in order to encourage the Defendant to make contact with the Service Provider and make full payment of the amount owing.

19.7	Where applicable, following the issue of an Initial Contact Notice and up to the enforcement stage of the Warrant of Control, the Service Provider shall make additional attempts to contact the Defendant (including by text, telephone or email) in order to obtain full payment of the amount owing.
19.8	The Service Provider and the Defendant shall arrange for the amount owing to be paid by instalments which will satisfy the Warrant in full within a maximum of 365 calendar days from issue. If instalment Payments are agreed with the Defendant, the Service Provider shall ensure the details are updated on the Defendant's record on the Service Provider IT System.
19.9	Where the Service Provider has been unable to either obtain full Payment of the outstanding amount or made any agreement to pay the Service Provider shall attempt to execute the Warrant by conducting an initial personal visit to the Defendant, this first visit shall be carried out no earlier than 14 (fourteen) days and no later than 30 (thirty) days from the warrant was entered onto the Service Provider IT system.
19.10	If no contact is made the Service Provider shall carry out further visits – a minimum of 3 (three) visits on different days and at different times of the day to include early morning and evening shall be undertaken within the initial Retention Period.
19.11	Upon receipt of a payment taken when conducting a visit, the details shall be updated on the Defendant's record of the Service Provider IT System as soon as practicable to record both the details and value of any Payment taken and include the method of payment within 1 (one) Working Day.
Taking control and sale of Goods	
19.12	The Service Provider shall use all reasonable endeavours to obtain the best value for all goods sold, and consider reserves on high value goods.
19.13	Where the sale of the goods is not sufficient to make full payment of the amount owed by the Defendant, the Service Provider shall apply the sums in accordance with the legislation and pay the balance outstanding to the Authority. In these cases the Service Provider shall contact the Authority to discuss whether the Warrant of Control shall be returned to the Authority or further enforcement action can be taken by the Service Provider.

19.14	Where the sale of the goods taken control of realises a sum greater than the amount owed by the Defendant, the Service Provider shall apply the sums in accordance with the legislation and pay any outstanding balance owed to the Authority. The Service Provider shall update the Defendant's account on the Service Provider IT System to provide a full audit trail that money in excess of that which was owed has been returned.
Managing unexecuted and cancelled Warrants of Control	
19.15	Any requests by the Service Provider to extend the Retention Period of a Warrant of Control shall be in accordance with the agreed process and timeframes as set out within the Retention Period schedule. All applications for an extension period and the Authority's decision on the application shall be updated on the Defendants record on the Service Provider IT System within 1 (one) Working Day.
19.16	At the end of the Retention Period the Service Provider will complete the relevant Warrants of Control on their system and confirm return to the Authority, this confirmation will contain details of all Warrants an outline of all efforts made to execute the Warrant including the number, dates and times of visits, and any intelligence tracing undertaken, details of any contact made by the Defendant or third parties, any payments arrangements made and payments taken. All Warrants will be returned using the agreed Return Codes.
19.17	The Authority may withdraw or recall any Warrant of Control if the financial penalty to which it has been issued against becomes subject to an Appeal, S142 application, Statutory Declaration or other legal instrument; or it has been withdrawn by the Court or the Fines Officer to allow consolidation of accounts or because it has been issued as a result of a mistake. In such cases the Authority will inform the Service Provider, who will update the Service Provider IT Systems according to the instructions of the Court within 30 (thirty) minutes. Where any Warrant of Control is requested back because it is permitted legally or within any of the Contract terms, the Service Provider shall not charge the Authority for request and the return of the Warrant of Control.
19.18	Service providers are only entitled to retain assets for the purposes of sale for the duration the warrant is active, including any extensions granted by the Authority.

20.	WELSH LANGUAGE
20.1	The Service Provider shall adhere to all applicable Law and the Authority Welsh language Scheme that states that in the conduct of public business and the administration of justice in Wales it will treat the Welsh and English languages on a basis of equality.
20.2	For services being delivered in Wales, the Service Provider shall ensure that the number of Welsh speaking employees reflects the language profile of Wales, if it is less, the company shall provide intense Welsh language lessons in order to ensure that they meet the demand within four years.
20.3	The Service Provider shall ensure that all documents including business cards that are sent to the Defendant within Wales shall be bilingual. Any Defendant that wishes to correspond with the Service Provider, either face to face, digitally or by telephone shall be able to do so in their preferred language.

Annex 1: Definitions

TERM	MEANING
Appeal	means any proceedings taken in accordance with Section 3 (Appeals) of this Schedule 1.
Applicant	means the Defendant or a third party making an application on the Defendant's behalf.
Authority Accounts	means any accounting board or authority (whether or not part of a government) which is responsible for the establishment or interpretation of national or international accounting principles, in each case whether foreign or domestic.
Authority Nominated Officer	means the individual delegated by the Authority to undertake a specific task in accordance with this Contract.
Authority's Protocol	means agreement between the Service Provider, PECS and the Authority set out under Schedule 10 (Policies and Standards).
BACS	means Bankers' Automated Clearing Services.
Bail	means the release of a defendant with or without conditions, as ordered in accordance with the law being in force.
Bail Date	means a date given to the Defendant to attend Court at a specific place, date and time grantable under Law.
Bail Notice	means a notice of Bail to attend Court at a specified place, date and time grantable under the Law.
Business System Owner (BSO)	means an individual responsible for the overall procurement, development, integration, modification, operation, maintenance, and retirement of an information system.
Change Management	means the processes by which the actions required to make change happen, either within an organisation or to that organisation's external stakeholders or the environment in which they operate, can be managed.

Charge Backs	means rejected credit and debit card payments.
Charges	has the same meaning as Fees.
Clamping Order Charges	means any costs, fees or charges associated with the processing or execution of a Clamping Order as permitted by Law and calculated in accordance with the mechanism set out under Annex 1 of Schedule 4 (Pricing and Performance).
Confiscation Warrants	means Financial Arrest Warrant issued in respect of a Confiscation Order.
Consent Form	means a form signed by a Defendant giving consent for certain of his or her assets to be disposed of towards payment of a debt owed by that Defendant pursuant to a Confiscation Order.
Costs	has the same meaning as Fees.
County Court	means a Court dealing with civil matters which can hear family or business cases.
Court Imposition	means any Court order or financial imposition treated as a sum adjudged to be paid by the conviction or order of a Magistrates' Court.
Court Staff	means personnel who performs various administrative and court duties.
Court User	means people across the country who benefit from the services provided by Her Majesty Courts & Tribunals Service.
CPNI Standard for Secure Destruction of Sensitive Items	means the standard operated by the Centre for the Protection of the National Infrastructure.
Custody	means the detention of a Defendant by a lawful authority in a place permitted by Law. For the purposes of the execution of Warrants, this includes delivery to the courthouse (either to the cells or to a courtroom assigned by the court staff following arrest).

Daily Bank Reconciliation	means the process of matching the balances in an entity's accounting records for a cash account to the corresponding information on a bank statement.
Data Disclosure Order	means an order which can be applied for to the Court requiring a specified person or company to provide data in relation to the person named on the Order.
Defendants Data	means the information kept by the Authority for an individual in relation to a court order.
DVLA	means Driver Vehicle Licensing Agency.
Electronic Monitoring Service (EMS)	means electronic monitoring is a general term referring to forms of surveillance with which to monitor the location, movement and specific behaviour of persons in the framework of the criminal justice process. Electronic Monitoring Services are the agencies employed by the government to oversee and administer electronic monitoring in the framework of the criminal justice process.
Execution Activities	means activities undertaken by the Service Provider to execute or progress warrants, this can include tracing and doer step activities
Fees	means any and all statutory fees which the Service Provider is entitled to recover in connection with the execution of Warrants of Control in accordance with the rates and terms set out in the Warrant of Control Legislation.
Forced Entry	means to enter a person's property by force and against the occupants wishes.
Guardian	means person responsible for a Youth.
Her Majesty's Government (HMG)	means a formal term referring to the UK government.
Her Majesty's Courts and Tribunals Service (HMCTS)	means combined Her Majesty's Courts Service and the Tribunals Service into one integrated agency providing support for the administration of justice in courts and tribunals in England and Wales. HMCTS is an agency of the Ministry of Justice (MoJ).

HMG Security Policy Framework ("SPF")	means the security policy framework included under Schedule 10 (Policies and Standards).
IAO	means Information Asset Owner
ICT	means Information and Communication Technology
Information Assurance (IA)	means the practice of protecting against and managing risk related to the use, storage and transmission of data and information systems.
Initial Contact Notice	means a written notice sent to the Defendant following the Service Provider's receipt of the Warrant or Order, to inform the Defendant of the Warrant or Order and provide the following information: (i) full details of the Warrant or Order, (ii) the actions that the Defendant should take, (iii) the consequences of failing to take those actions and (iv) the contact details of the Service Provider.
Intelligence Tracing Tools	means systems available to Service Provider to assist in locating the whereabouts of a Defendant.
International Organization for Standardization (ISO)	Means an international standard-setting body composed of representatives from various national standards organizations.
Internet Protocol (IP)	means the method or protocol by which data is sent from one computer to another on the internet.
Letter of Authority	means a document that gives another person, known as an "agent", the authority to act on behalf, of the Authority.
Memorandum of Understanding	means the formal agreement between HMCTS and the Police on the use of the Police National Computer.
Minister	means a person in charge of a government department.
National Audit Office (NAO)	means an independent Parliamentary body in the United Kingdom, which is responsible for auditing central government departments, government agencies and non-departmental public bodies.

National Compliance and Enforcement Service (NCES)	Means HMCTS teams responsible for the collection and enforcement of financial penalties.
National Cyber Security Centre (NCSC)	means an organisation of the United Kingdom Government that provides advice and support for the public and private sector in how to avoid computer security threats.
National Probation Service (NPS)	means a statutory criminal justice service within the Authority that supervises offenders in the community.
Nominated Officer	means the person responsible for the area of work
Normal Working Hours	8am to 5pm
Offender Additional Information Sheet (OAIS)	means an information sheet provided by the National Probation Service or the Youth Offenders Service giving additional personal information in respect of those Defendants who are subject to Breach Warrants.
Open Data	means data that anyone can access, use and share.
Open Source	means a program whose source code is made available for use or modification as users or other developers see fit. Open source software is usually developed as a public collaboration and made freely available.
Open Standards	means standards that are made available to the general public and are developed (or approved) and maintained via a collaborative and consensus driven process.
Order for Sale	means an Order of the Court for the sale of a vehicle clamped in accordance with courts Act 2003 and the Fines Collection Regulations 2006.
Parent	means person responsible for a Youth.
Payment	means an amount of money from a Defendant or third party towards the outstanding Court Imposition due on the Warrant or Order that is paid to someone, or the act of paying this money.

PCI Data Standards	means Payment Card Industry Data Standards that help to protect the safety of data. A set of security standards designed to ensure that all organisations that accept, process, store or transmit credit card information maintain a secure environment and set standards for the operational and technical requirements organisations have to adhere to.
PECS	means Prisoner Escort and Custody Services.
PECS Contract	means written agreement that outlines the agreement in relation to Prisoner Escort and Custody Services
Person Escort Record Form	means the national form that must accompany any Defendant is taken into custody, the form provides a continuing record of all events and care for the Defendant whilst in custody including when that care is handed from one agency to another.
Personal Contact Visits	means an attendance by a Field Operative of the Service Provider at an address with a view to executing the Warrant or Order of the Court.
Planned Surrender	means an agreement with a Defendant requiring them to attend Court at a specified date, time and location to invite the Court to withdraw an outstanding warrant of arrest. The Warrant will remain live until withdrawn by the Court.
PNC	means the Police National Computer.
PNC Information	means information obtained from PNC – vehicle registration information.
Police	the civil for of a state, responsible for the prevention and detection of crime and the maintenance of public order.
Police Custody	means the taking or keeping of a person in custody by legal authority, and kept somewhere secure, under the supervision of Police officers in a Police Station, especially in response to a criminal charge.
Police Station	Police headquarters for a particular district, from which Police officers are dispatched and to which persons under arrest are brought.

Prison	means a building in which people are legally held as a punishment for a crime, non-payment of fines or awaiting trial.
Prison Custody Staff	means person(s) who is responsible for the supervision, safety, and security of prisoners in a Prison, jail or similar form of secure custody.
Public Service Network (PSN)	means the government's high-performance network, which helps public sector organisations work together, reduce duplication and share resources.
Refer to Drawer Cheques	means dishonoured cheques.
Remittance	means a letter or other communication sent by the Service Provider to confirm payment of an amount.
Security Aspects Letter (SAL)	means a set of special contractual conditions, issued by the Authority in the form set out under Annex 9.
Senior Information Risk Officer (SIRO)	means a member of the senior management board of an organisation with overall responsibility for an organisation's information risk policy. The SIRO is accountable and responsible for information risk across the organisation.
Statutory Declaration	means a formal written statement of facts declared to be true and signed by the declarant before any solicitor, justice of the peace, notary public, or other person authorised to administer an oath.
Surrender	means to give oneself into the Custody of the Court or Police.
Suspended Commitment	means an Order imposed by a Court that a period of committal to Prison will issue should the Defendant default on the payment terms ordered.
Suspense Item	means a transaction in an account in the general ledger (also called “Suspense Account”) for which there is uncertainty about that transaction.
System	has the meaning given in Section 14.1 (IT).
Tracing Activity	means the act of tracing a person using tracing systems available.

User Data	means data created by a User.
Users	means a person who uses the System.
Wanted for Arrest	means an announcement by a law enforcement agency that they desire to question or arrest some person.
Working Hours	means hours worked by Authority staff which is 8-5pm Monday to Friday
Youth	means a young offender aged 10 (ten) to 17(seventeen).
Youth Offending Team (YOT)	means a statutory criminal justice service within the Authority that supervises young offenders to provide rehabilitation and reduce reoffending. (Could also be known as the Youth Offending Service).

Annex 2: Regions and Areas

The Table below shows the HMCTS Regions and the Areas that fall within each Region:

London- Lot 1	South East - Lot 2	Midlands - Lot 3	North East - Lot 4	North West- Lot 5	South West - Lot 6	Wales - Lot 7
Greater London	Bedfordshire & Hertfordshire	Derbyshire	Cleveland	Cheshire	Avon & Somerset	Dyfed Powys
	Cambridgeshire	Leicestershire	Durham	Cumbria	Devon & Cornwall	Gwent
	Essex	Lincolnshire	Humberside	Greater Manchester	Dorset	North Wales
	Kent	Northamptonshire	Northumbria	Lancashire	Gloucestershire	South Wales
	Norfolk	Nottinghamshire	North Yorkshire	Merseyside	Hampshire & Isle of Wight	
	Suffolk	Staffordshire	South Yorkshire		Wiltshire	
	Surrey	Warwickshire	West Yorkshire			
	Sussex	West Mercia				
	Thames Valley	West Midlands				

Annex 3: List of Warrants

The table below contains a list of the Warrants that the Service Provider may execute on behalf of the Authority, and may be updated from time to time in accordance with applicable Law.

List of Warrants In accordance with S125A and S125B Magistrates' Courts Act 1980 and Magistrates' Courts Warrants (Specifications of Provisions) Order 2000 (SI 2000/3278 amended by SI 2004 /1835, SI 2007/3011, SI 2014/879 and SI 2018/961	
Statute	**Warrant**
(Sentencing) Act 2000 (as substituted by paragraph 1(7) of schedule 23 of the Criminal Justice Act 2003) Section 1 (7) of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest for Non-Appearance of Accused after Deferment of Sentence
Section 104(1)(b) of the Powers of Criminal Courts (Sentencing) Act 2000 (previously s77(1)(b) C & D Act 1998)	Warrant of arrest following breach of a Supervision Requirement of a Detention and Training Order
Section 123(1)(b) of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of a Suspended Sentence Supervision Order
Paragraph 3(2)(b) of Schedule 1 of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following Breach of a Referral Order
Paragraph 9C(2)(b) of Schedule 1 of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest of a parent following Failure to Attend a Referral Panel Meeting

Paragraph 3(1)(b) Schedule 3 of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of Curfew Order, Probation Order, Community Service Order, Combination Order or Drug Treatment and Testing Order
Paragraph 1 (1) of Schedule 5 of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of an Attendance Centre Order
Paragraph 7(2) Schedule 7 of the Powers of Criminals Courts (Sentencing) Act 2000 (previously s16(2) CYPA 1969)	Warrant for arrest for Breach / Revocation / Amendment of Supervision Order NB These were repealed on 30.11.09 and so will only apply to Warrants issued before that date.
Paragraph 6 (2) of Schedule 8 of the Powers of Criminal Courts (Sentencing) Act 2000 (but only where an application is made under paragraph 2 (1) of that Schedule	Warrant of arrest following breach of Action Plan Order or Reparation Order.
Section 256AC (1)(b) of the Criminal Justice Act 2003	Warrant for arrest for Breach of Post Sentence Supervision requirement by Prisoner serving less than 2 (two) years
Section 256C(1)(b) of the Criminal Justice Act 2003	Warrant for arrest for Breach of Post Sentence Supervision requirement by Young Offender serving less than 12 (twelve) months
Paragraph 7(2)(b) & (4) Schedule 8 of the Criminal Justice Act 2003	Warrant of arrest for failure to comply with any of the requirements of a community order or where a summons issued requires the offender to appear before a Magistrate's Court and the offender does not appear
Paragraph 8(2)(b) & (4) of Schedule 8 of the Criminal Justice Act 2003	Warrants issued in the Crown Court for the breach of a community order with the direction that the defendant is brought before the Crown Court

Paragraph 13(6) or Paragraph 25(1)(b) Schedule 8 Criminal Justice Act 2003	Warrant of arrest upon the revocation or amendment of a community order
Paragraph 6(2)(b) of Schedule 12 of the Criminal Justice Act 2003	Warrants issued by the Magistrates' Court for Breach of Suspended Sentence Orders made in the Magistrates' Court and the Crown Court (where the direction from the Judge has been to release the breach to the Magistrates' Court) and paragraph (3)(a) and (b) ((as amended by Schedule 5 of the DVCV Act 2004) directs which Court the offender should be brought before)
Paragraph 20(1)(b) of Schedule 12 of the Criminal Justice Act 2003	Warrant of arrest upon Amendment of Community Requirement of Suspended Sentence Order
Paragraph 8(1)(b) of Schedule 19A of the Criminal Justice Act 2003	Warrants issued for the Breach of a Supervision Default Order
Paragraph 5(1)(b) of Schedule 2 of the Criminal Justice and Immigration Act 2008	Warrant of arrest for Breach of a Youth Rehabilitation Order
Paragraph 20(1) (b) of Schedule 2 of the Criminal Justice and Immigration Act 2008	Warrant of arrest upon Revocation or Amendment of a Youth Rehabilitation Order

Specified Warrants Not Allocated By Legal Adviser/Court Associate
in accordance with S125A and S125B Magistrates' Courts Act 1980 and Magistrates' Courts Warrants (Specifications of Provisions) Order 2000 (SI 2000/3278 amended by SI 2004 /1835, SI 2007/3011, SI 2014/879 and SI 2018/961) or other provision

Type of Warrant	**Description**	**Allocating body**
Section 76 (1) of the Magistrates' Court Act 1980	Warrants of control (previously distress Warrants) and Warrants of commitment for default in paying a sum adjudged to be paid by a conviction or order of a Magistrates' Court	NCES
Section 83(1) (b) and (2) of the Magistrates' Court Act 1980	Warrant of arrest for the purpose of bringing defaulters before the court	NCES
Section 86(4) Magistrates' Court Act 1980	Warrants of arrest for the purpose of bringing defaulters before the court following non-appearance at a means enquiry	NCES
Section 136 (1) Magistrates' Court Act 1980	Warrants for overnight detention in a Police Station	NCES

Annex 4: Standard Warrant and Order Return Codes and description

Abbreviation used in table below	Warrant or Order
BW	Breach Warrants
CLO	Clamping Orders
CW	Commitment Warrants
CFO	Confiscation orders: realisation of specific assets with consent
DCW	Committal To Custody Overnight At Police Station Warrants
FW	Financial Arrest Warrants
WOC	Warrant of Control

Returned Code	PRIMARY PROVIDER - Description of Return Code	Warrant / order type code can be used for
Arrested (Successful)	The Defendant is arrested by the Field Operative and transported to Custody.	BW / CW / DCW / FW
Asset Realised (Successful)	The Service Provider has seized and sold the asset.	CFO
Bailed to Court (Successful)	The Defendant has been arrested and then bailed by the Field Operative.	BW / FW
Executed by Police (Successful)	The Defendant has been arrested and transported to Custody or bailed by Police.	BW / CW / DCW / FW
Payment in Full (Successful)	The Warrant or Order is satisfied by payment in full (cleared funds).	CLO / CW / DCW / FW / WOC
Planned Surrender (Successful)	The Defendant Surrenders to the Court as agreed with the Service Provider and the Court withdraws the Warrant.	BW / FW
Returned - Abroad (Progressed)	The Service Provider submits evidence that Defendant has moved aboard.	BW / CW / DCW / FW / WOC
Returned – Asset cannot be located (Progressed)	The Service Provider submits evidence that the asset cannot be located and no new information is available.	CFO
Returned – Bankrupt (Progressed)	The Service Provider submits evidence that Defendant has been declared bankrupt.	WOC

Returned Code	PRIMARY PROVIDER - Description of Return Code	Warrant / order type code can be used for
Returned- Clamping Order –Unable to locate Vehicle (Progressed)	The Service Provider is unable to locate the vehicle following a minimum of 3 visits within the Retention Period.	CLO
Returned- Clamping Order -Vehicle no longer owned by Defendant (Progressed)	The Service Provider submits evidence that the vehicle has been sold or scrapped by the Defendant.	CLO
Returned – Company in Liquidation/dissolved (Progressed)	The Service Provider submits evidence that the company is in Liquidation or has been dissolved.	WOC
Returned – Debtor Deceased (Progressed)	The Service Provider submits evidence that defendant is deceased.	BW /CLO / CW / DCW / FW / WOC
Returned – Debtor Serving Sentence (Progressed)	The Service Provider submits evidence that the Defendant is serving a custodial sentence.	BW / CW / DCW / FW / WOC
Returned – Failed Planned Surrender (Progressed)	The Defendant fails to attend the Planned Surrender Court hearing as agreed with the Service Provider.	BW / FW
Returned – Field Operative Threatened (Progressed)	The Service Provider submits evidence that the Warrant or Order is deemed unsafe for the Field Operative to execute and Police assistance cannot be obtained.	CLO / DCW / CFO / FW / WOC

Returned Code	PRIMARY PROVIDER - Description of Return Code	Warrant / order type code can be used for
Returned – Gone Away No Trace (Progressed)	The Service Provider submits evidence that the Defendant as moved away and no new information regards the Defendants address or whereabouts can be established following intelligence checks undertaken within the Retention Period.	CLO / CW / DCW / FW / WOC
Returned - insufficient data to enforce (Progressed)	The details of the Defendant are incomplete on the Warrant or Order for example: the name only states Mr Smith; no date of birth; No Fixed Abode address; and all efforts to identify and or trace the Defendant have failed.	CLO / CW / DWC/ FW / WOC
Returned – insufficient goods (Progressed)	The Service Provider submits evidence to support that Defendant does not have sufficient goods and payment terms have not been agreed with the Defendant.	WOC
Returned - Issued in Error (Deduct from number issued)	Use only for specific requests from issuing Court	BW /CLO / CW / DCW / CFO / FW / WOC
Returned - No Contact (Progressed)	The Service Provider submits evidence that following a minimum of 3 visits to the last known address no contact has been made with the Defendant and intelligence checks are unable to verify the Defendants residency at that address or their whereabouts.	CLO / DCW / FW / WOC
Returned – No monies received as result of vehicle/goods sale at auction (Progressed)	The Service Provider must submit full details	WOC

Returned Code	PRIMARY PROVIDER - Description of Return Code	Warrant / order type code can be used for
Returned – Paid Directly to Authority (Successful)	Where payment in full has been received by the Authority directly from the Defendant.	CLO / CW / DCW / FW
Returned - Resides out of Region (Progressed)	The Service Provider submits evidence that that Defendant has moved to a new address outside of the Service Provider's Region	BW /CLO / CW / DCW / FW /
Returned – Time Expired (Progressed)	This is only to be used where part payments have been received on a Warrant and the Authority has refused to extend the Retention Period.	WOC
Returned - Unable to access (Progressed)	The Service Provider submits evidence that the Field Operative was unable to gain access to the address/ building despite a minimum of 3 visits and all options to gain entry have been tried. This includes travellers/hostel site where Field Operatives are unable to access site and there is no liaison officer to assist and no Police assistance can be obtained.	CLO / DCW / FW / WOC
Returned - Unable to locate (Progressed)	The Service Provider submits evidence that the address cannot be located or does not exist and intelligence checks are unable to verify the Defendants new address or whereabouts.	DCW / FW / WOC
Returned - Vulnerable (Progressed)	The Service Provider submits evidence that the Defendant is vulnerable and the Warrant or Order cannot be executed.	BW / CLO / CW / DCW / FW / WOC

Returned Code	PRIMARY PROVIDER - Description of Return Code	Warrant / order type code can be used for
Withdrawn by the Court (Deduct from issued figure)	Where any Warrant or Order is requested back by the Authority because it is permitted legally or within any of the Contract terms.	BW / CLO / CW / DCW / CFO/ FW / WOC
Withdrawn by the Court – for consolidation (Deduct from issued figure)	Where any Warrant or Order is requested back by the Authority because it is permitted legally to enable consolidation of accounts.	CLO / CW / DCW / FW / WOC
Withdrawn by Court Stat Dec/ Sec 142/Appeal (Deduct from issued figure)	Where any Warrant or Order is requested back by the Authority because it is permitted legally or within any of the Contract terms.	BW / CLO / CW / DCW / FW / WOC

Annex 5: Table of Retention Periods

Breach Warrants
Unexecuted Breach Warrants to be retained until withdrawn by the Court, this process will be managed via the interagency review meetings.
Clamping Orders
90 (ninety) calendar days from date of issue.
Commitment Warrants
Unexecuted committal Warrants to be retained until withdrawn by the Court.
Committal To Custody Overnight At Police Station Warrants
90 (ninety) calendar days from date of issue. The Service Provider shall at the request of the Authority retain specific unexecuted Committal To Custody Overnight At Police Station Warrants until withdrawn by the Court.
Confiscation Orders for the Realisation of Specific Assets with Consent
35 (thirty-five) calendar days from date of issue, unless an extension granted by the Authority, extension periods will be agreed on a case by case basis, dependant on the specific circumstances.
Financial Arrest Warrants. **This includes:** • Financial Arrest Warrants issued in relation to Court fines

- Financial Arrest Warrants issued in relation to Court fines, where the account is subject to Suspended Committal Order of the Court
- Confiscation Warrants which are Financial Warrants issued in relation to Confiscation Orders of the Court

The KPIs and Performance Measures vary dependant on the Warrant type and are contained in Schedule 4 (Pricing and Performance).

Financial Arrest Warrants

Up to 90 (ninety) days from date of issue.

The Service Provider may apply for 1 (one) extension of 30 (thirty) calendar days for specific Warrants where there is a likelihood that the Warrant can be executed within that extension period. The Service Provider will supply information to support any extension application. NB: This does not apply to any Warrant issued stating a specific date when the Warrant must be executed by. (Total 118 (one hundred and eighteen) calendar days).

The Service Provider shall at the request of the Authority retain specific unexecuted Financial Arrest Warrants until withdrawn by the Court.

Confiscation Warrants

Financial Warrants issued on a Suspended Commitment

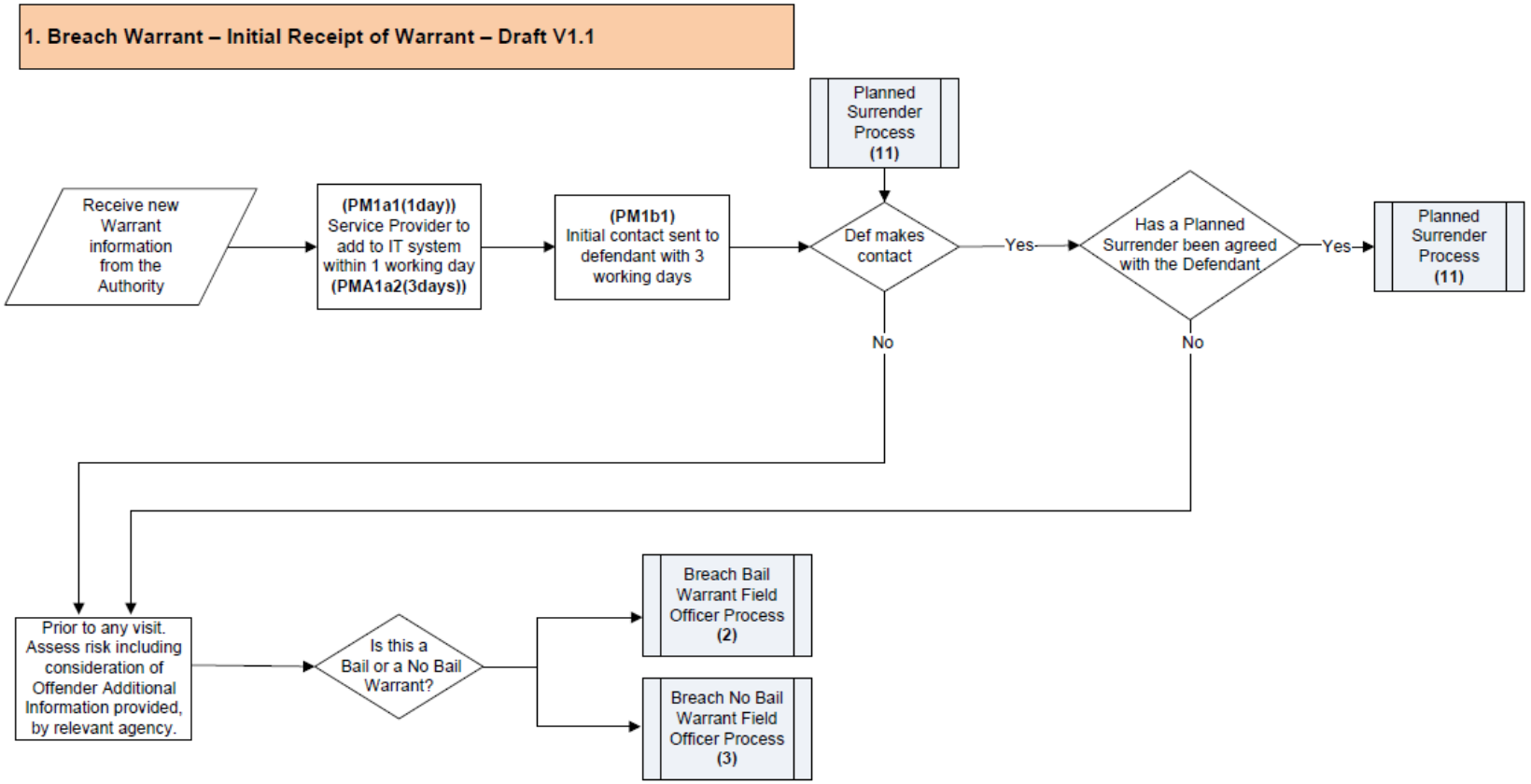
Unexecuted Warrants to be retained until withdrawn by the Court.

Warrant of Control

180 (one hundred and eighty) calendar days from date of issue; extending to 365 (three hundred and sixty-five) calendar days if a payment agreement is in place when the extension request is made. All extensions are by agreement with Authority and will be 30 (thirty) calendar day extension periods, to a maximum of 365 (three hundred and sixty-five) calendar days from date of issue.

Annex 6: Associated Process Maps

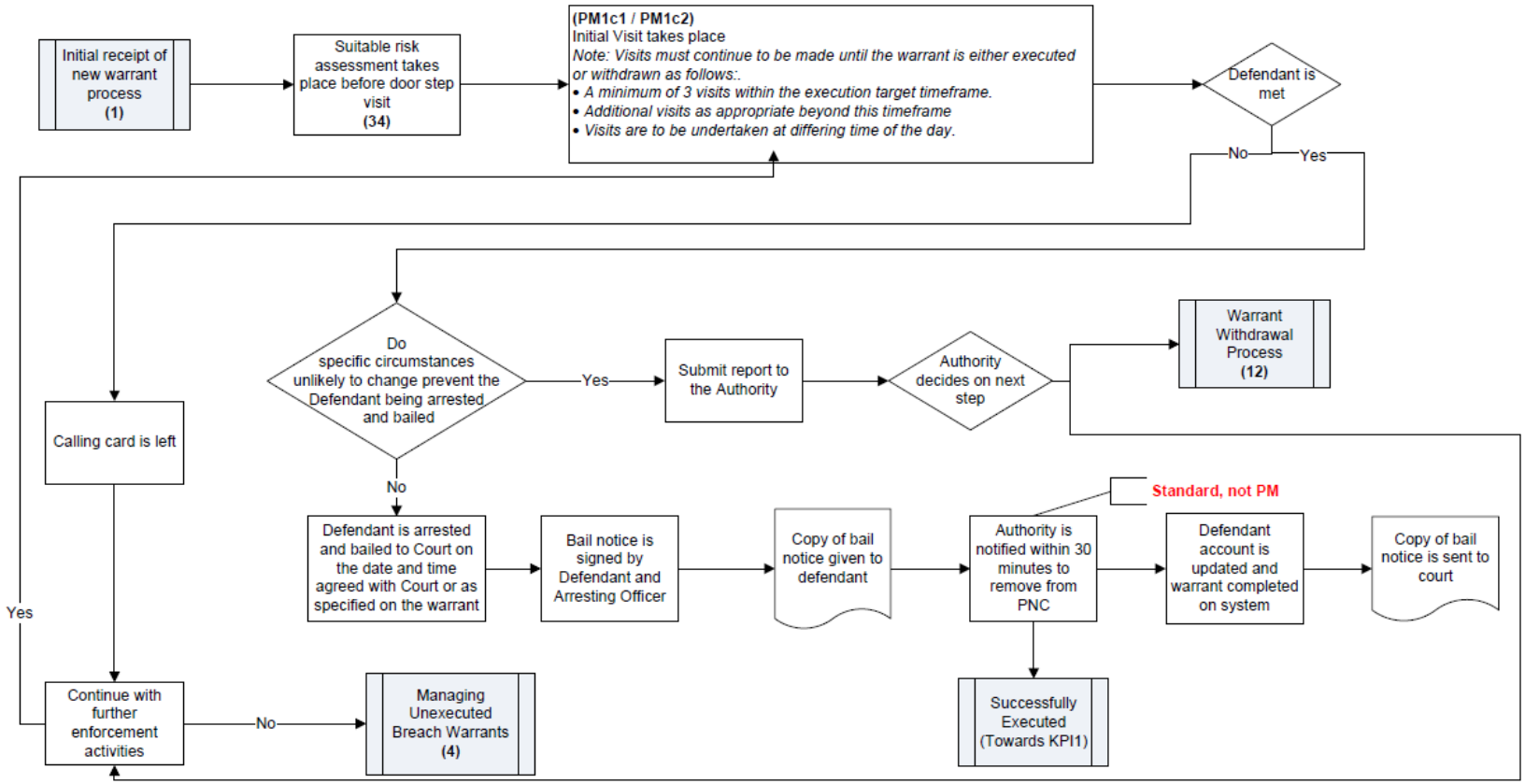
Process maps related to the procedures set out in this Schedule may be provided by the Authority to the Service Provider from time to time.



All references to update IT system refers to the Service Providers IT system.

In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants records on their IT system in accordance with the timescales stated within the specific schedule

2. Breach Warrant – Bail Arrest - Field Operative Activities V1.1



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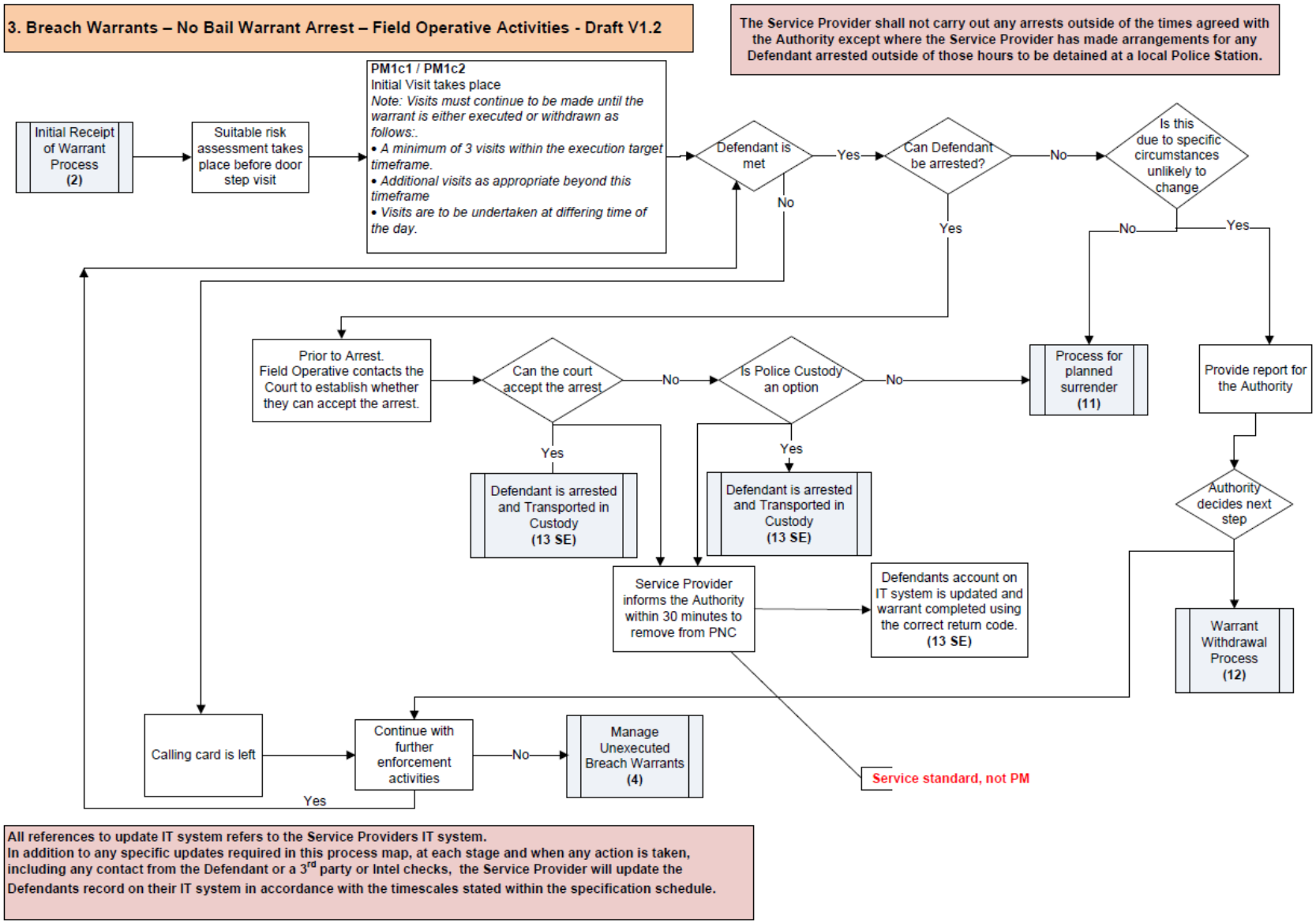
3. Breach Warrants – No Bail Warrant Arrest – Field Operative Activities - Draft V1.2
The Service Provider shall not carry out any arrests outside of the times agreed with the Authority except where the Service Provider has made arrangements for any Defendant arrested outside of those hours to be detained at a local Police Station.
Initial Receipt of Warrant Process (2)
Suitable risk assessment takes place before door step visit
PM1c1 / PM1c2
Initial Visit takes place
Note: Visits must continue to be made until the warrant is either executed or withdrawn as follows:.
• A minimum of 3 visits within the execution target timeframe.
• Additional visits as appropriate beyond this timeframe
• Visits are to be undertaken at differing time of the day.
Defendant is met
Yes
No
Can Defendant be arrested?
No
Yes
Is this due to specific circumstances unlikely to change
No
Yes
Prior to Arrest. Field Operative contacts the Court to establish whether they can accept the arrest.
Can the court accept the arrest
No
Yes
Is Police Custody an option
No
Yes
Process for planned surrender (11)
Provide report for the Authority
Defendant is arrested and Transported in Custody (13 SE)
Defendant is arrested and Transported in Custody (13 SE)
Authority decides next step
Service Provider informs the Authority within 30 minutes to remove from PNC
Defendants account on IT system is updated and warrant completed using the correct return code. (13 SE)
Warrant Withdrawal Process (12)
Calling card is left
Continue with further enforcement activities
No
Yes
Manage Unexecuted Breach Warrants (4)
Service standard, not PM
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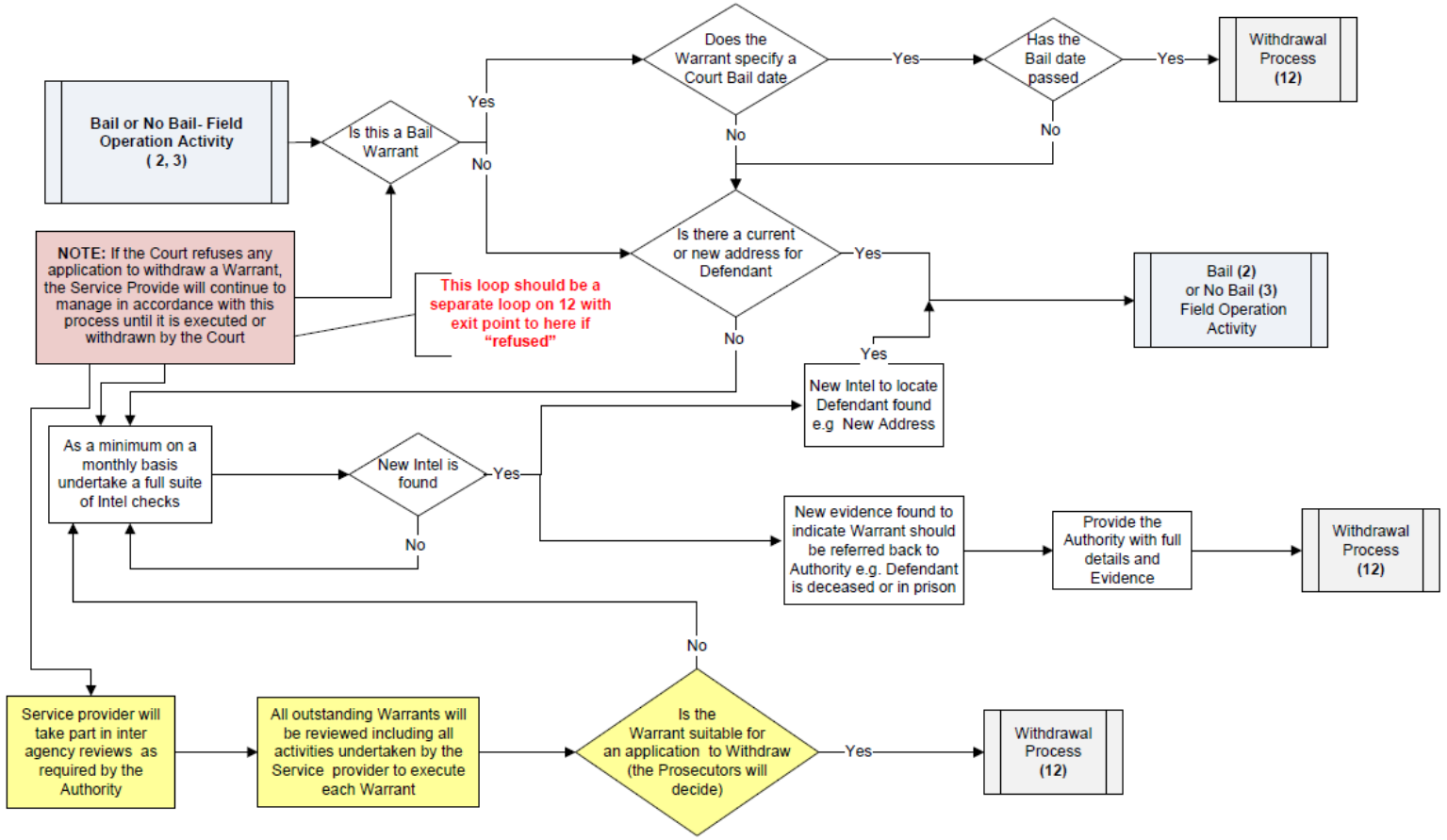
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

4. Breach Warrant – Management of unexecuted warrants – Draft V 1.2



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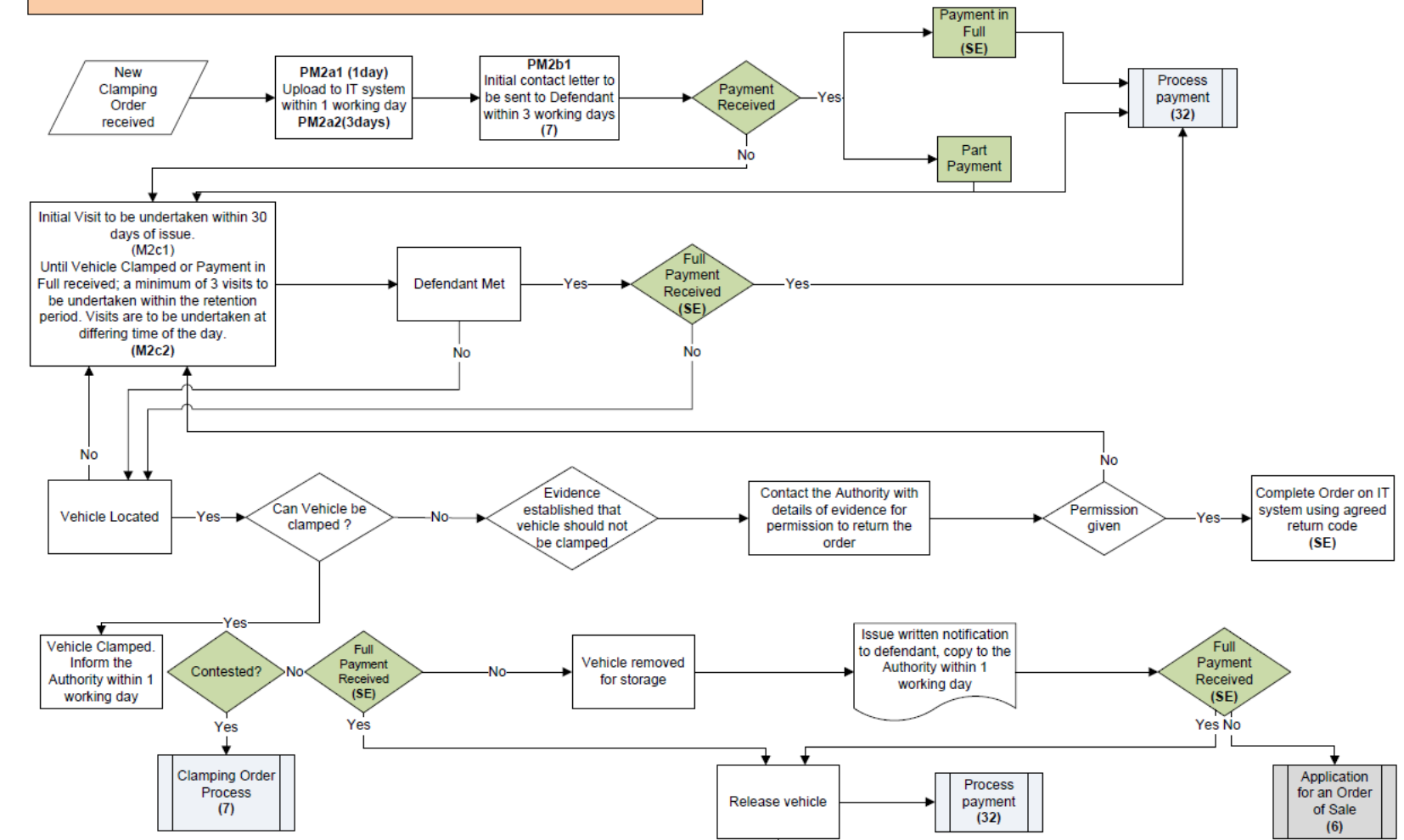
5. Clamping Order – Receipt of Order and Field Operative Activity – Draft V1.0



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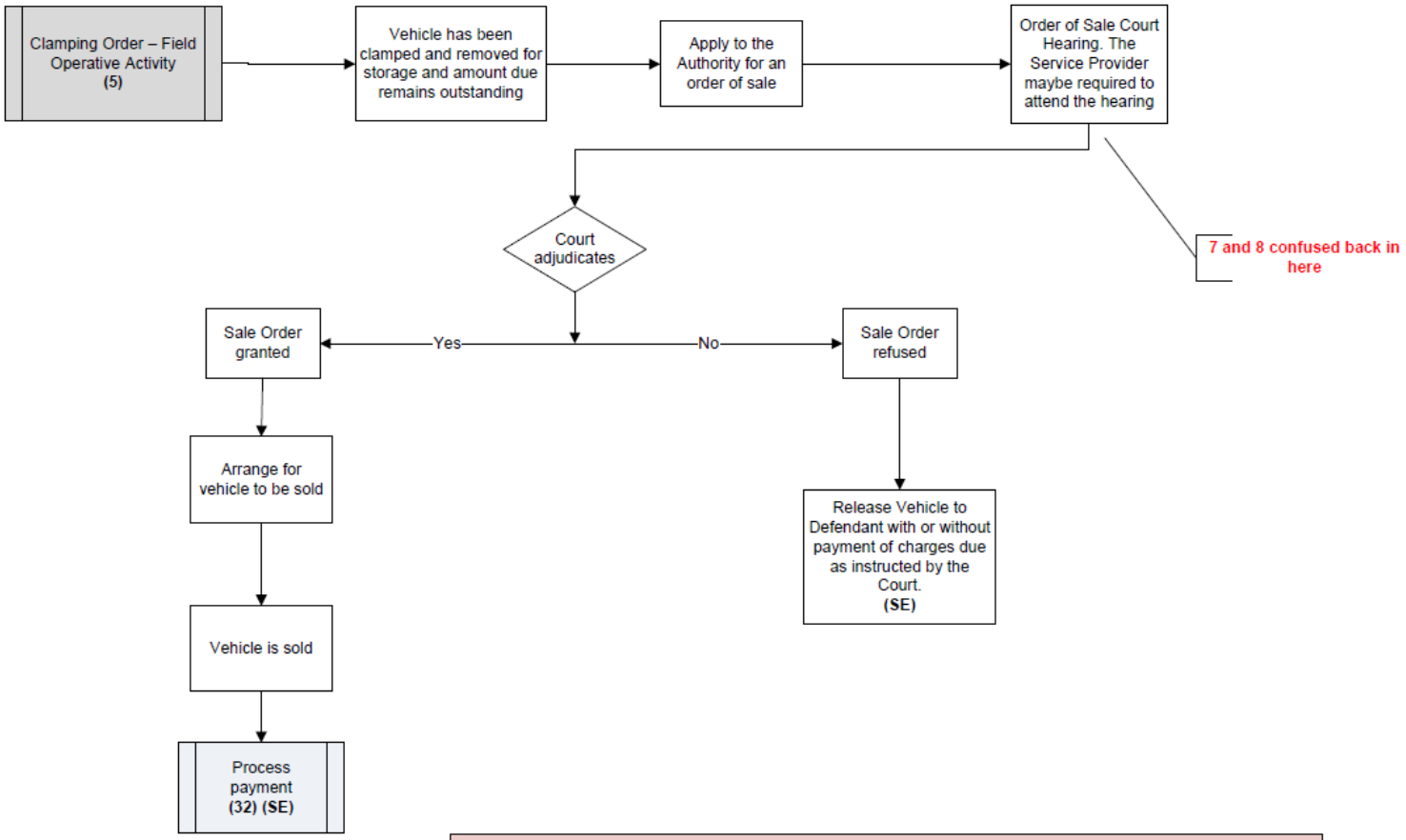
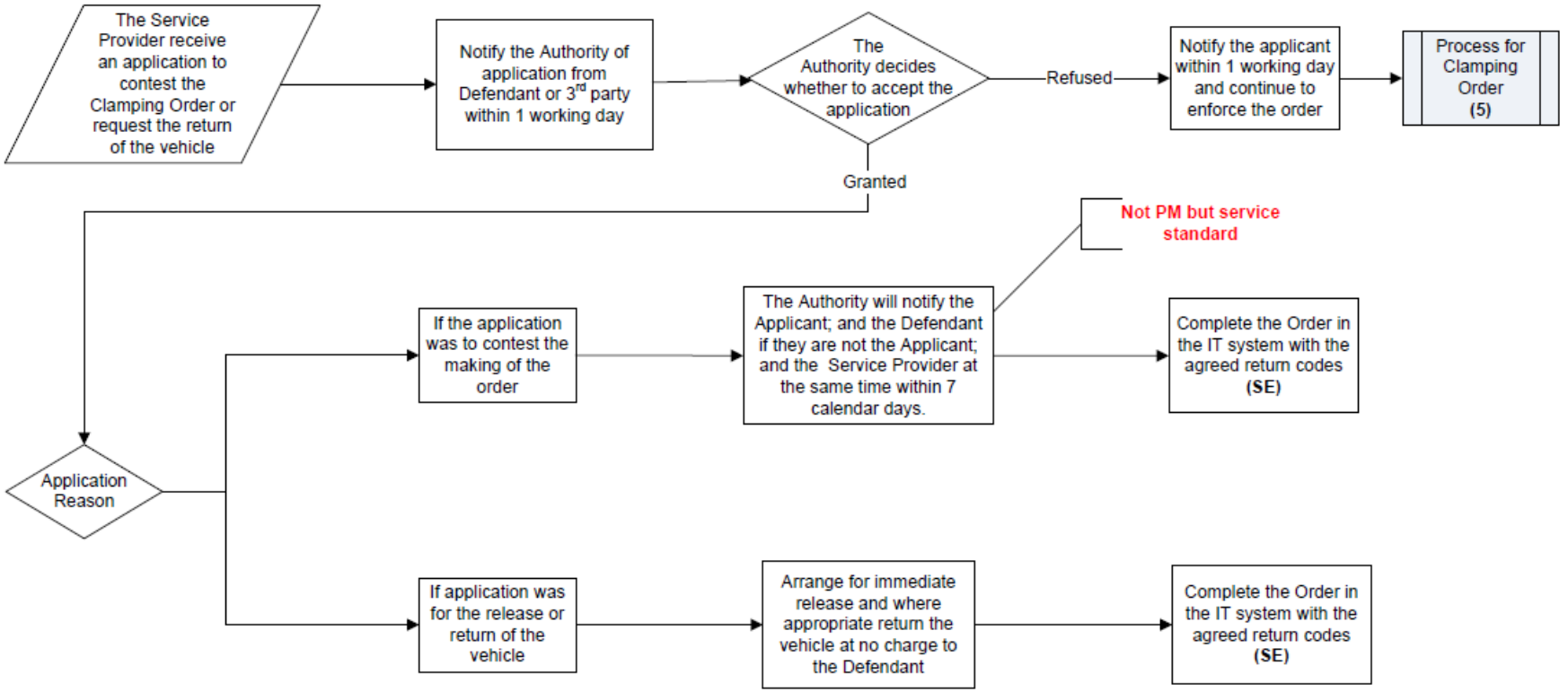
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

6. Clamping Order –Application for Order of Sale – Draft V 1.0



All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

7. Clamping Order – Application to Contest Order or Request for Release and where appropriate Return of Vehicle – Draft V1.1



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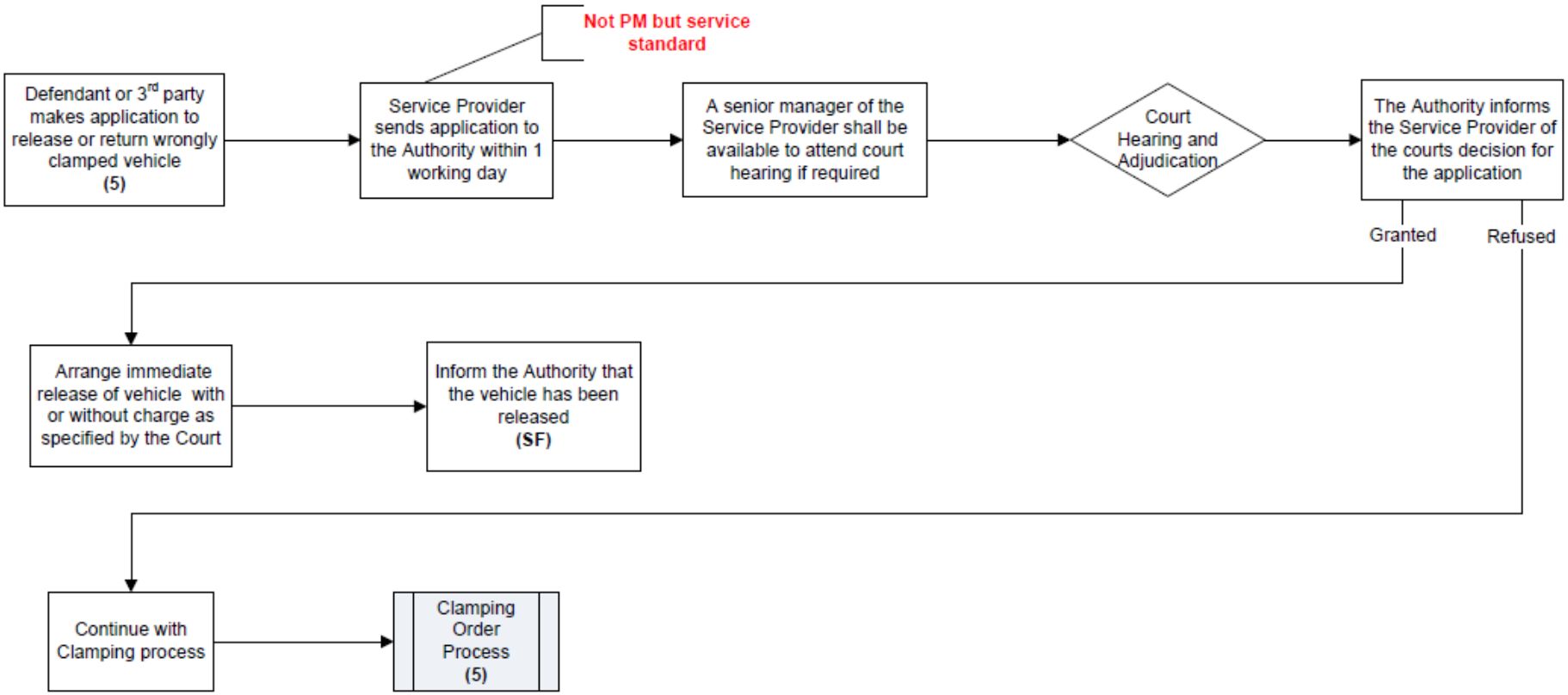
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

8. Clamping Order - Request for release of wrongly clamped vehicle – Draft V1.1



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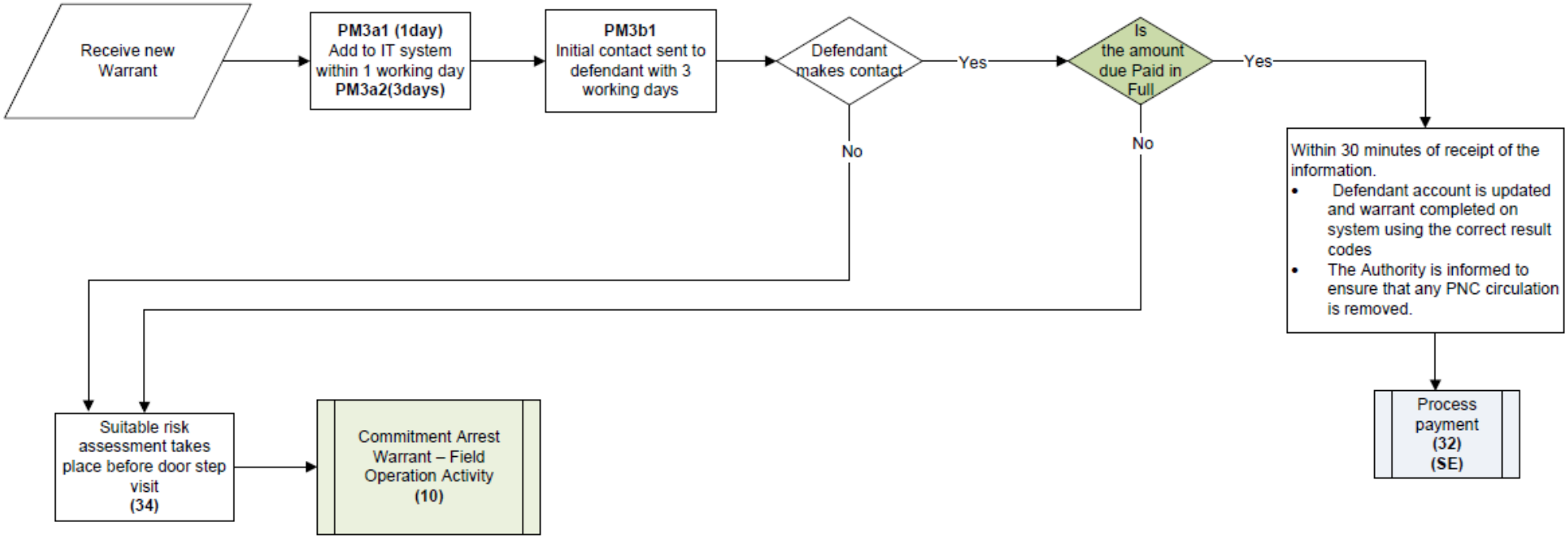
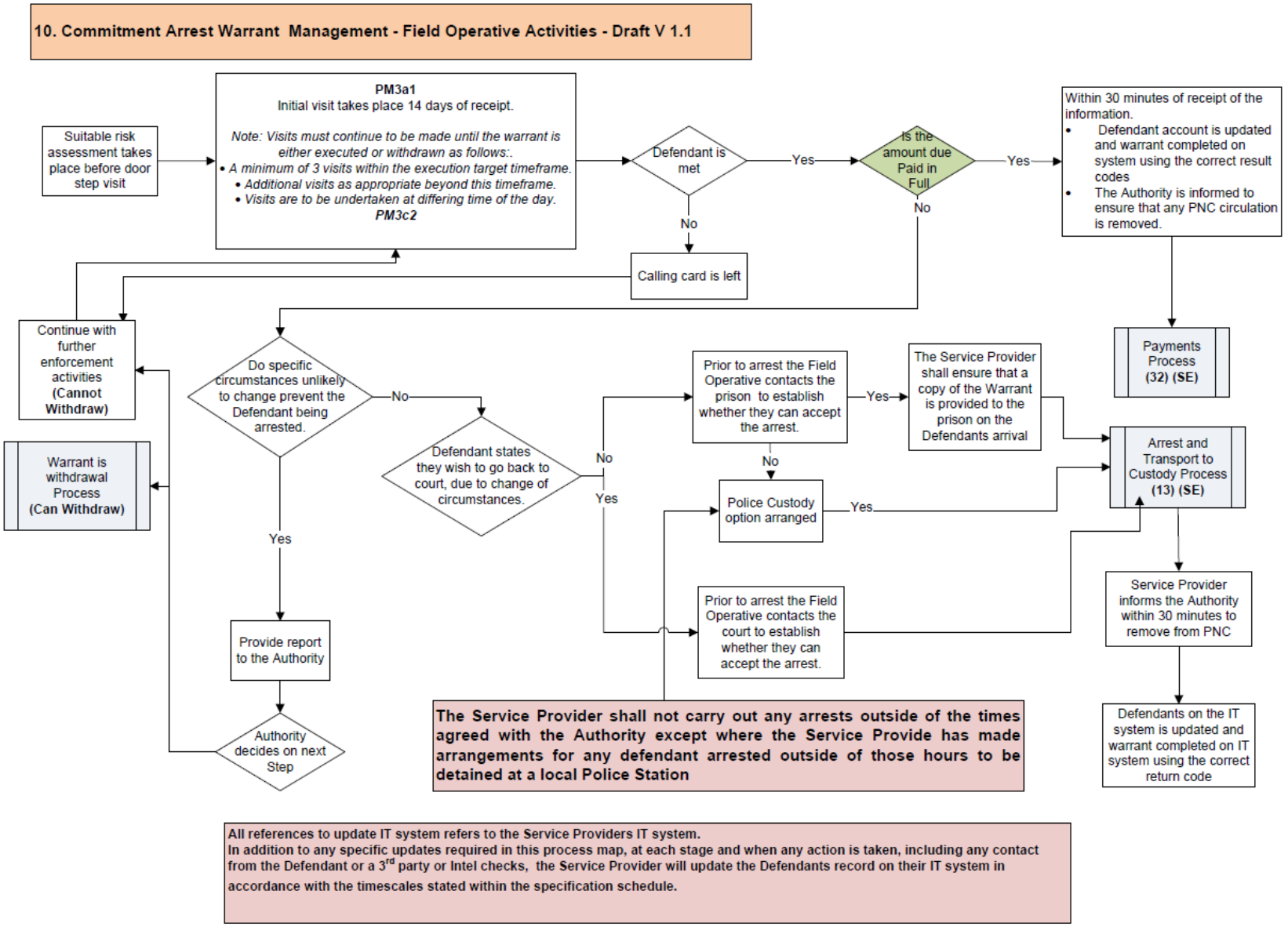
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

9. Commitment Arrest Warrant – Initial Receipt of New Warrant – Draft V1.1



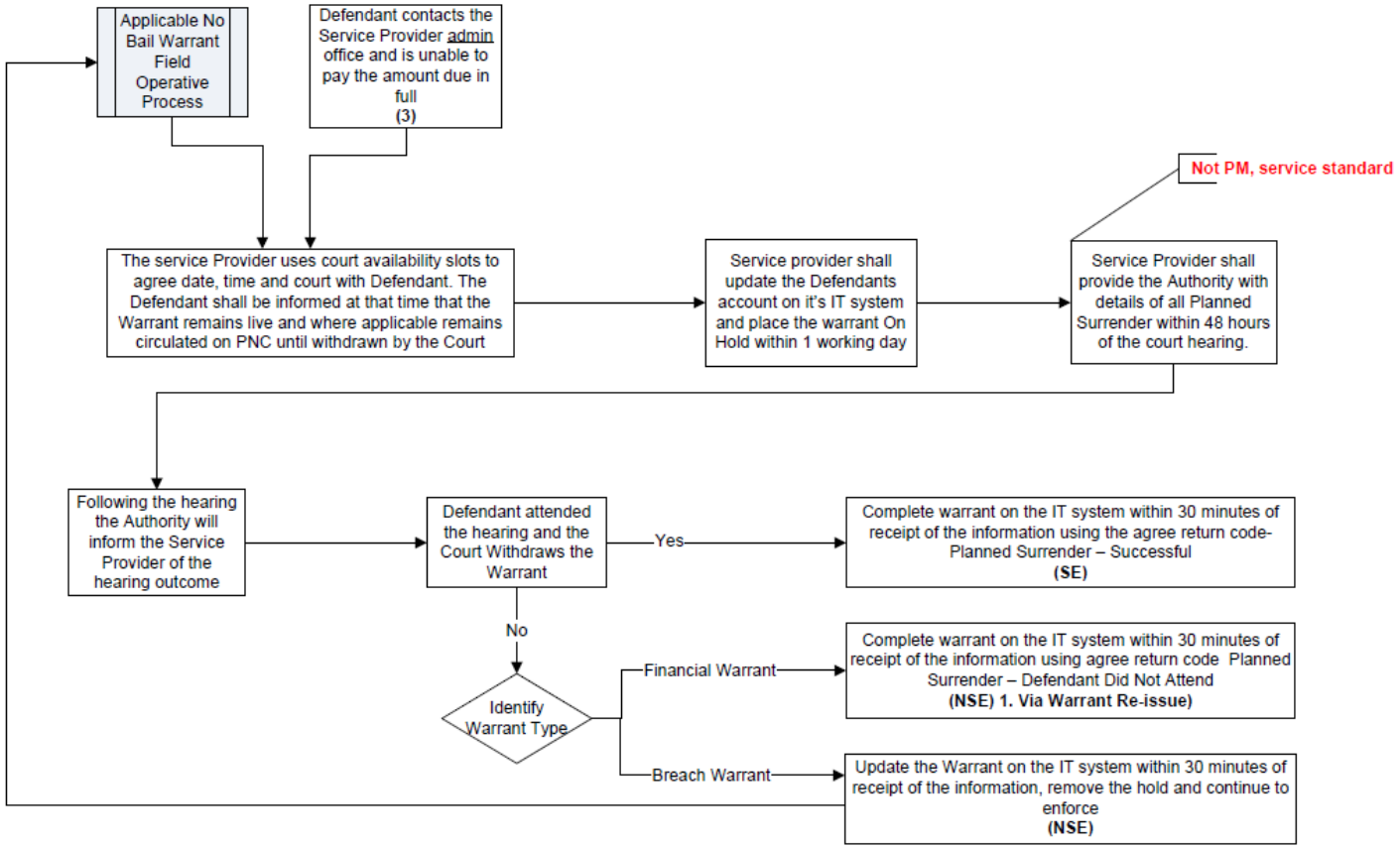
All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.


10. Commitment Arrest Warrant Management - Field Operative Activities - Draft V 1.1
Suitable risk assessment takes place before door step visit
PM3a1
Initial visit takes place 14 days of receipt.
Note: Visits must continue to be made until the warrant is either executed or withdrawn as follows:.
• A minimum of 3 visits within the execution target timeframe.
• Additional visits as appropriate beyond this timeframe.
• Visits are to be undertaken at differing time of the day.
PM3c2
Defendant is met
Yes
No
Calling card is left
Is the amount due Paid in Full
Yes
No
Within 30 minutes of receipt of the information.
• Defendant account is updated and warrant completed on system using the correct result codes
• The Authority is informed to ensure that any PNC circulation is removed.
Payments Process (32) (SE)
Continue with further enforcement activities (Cannot Withdraw)
Warrant is withdrawal Process (Can Withdraw)
Do specific circumstances unlikely to change prevent the Defendant being arrested.
No
Yes
Defendant states they wish to go back to court, due to change of circumstances.
No
Yes
Prior to arrest the Field Operative contacts the prison to establish whether they can accept the arrest.
Yes
No
The Service Provider shall ensure that a copy of the Warrant is provided to the prison on the Defendants arrival
Police Custody option arranged
Yes
Arrest and Transport to Custody Process (13) (SE)
Prior to arrest the Field Operative contacts the court to establish whether they can accept the arrest.
Service Provider informs the Authority within 30 minutes to remove from PNC
Defendants on the IT system is updated and warrant completed on IT system using the correct return code
Provide report to the Authority
Authority decides on next Step
The Service Provider shall not carry out any arrests outside of the times agreed with the Authority except where the Service Provide has made arrangements for any defendant arrested outside of those hours to be detained at a local Police Station
All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

General Warrant – Management – Planned Surrender (Only for Applicable Arrest Warrants) - Draft V1.1-

The Authority will provide the Service Provider court availability slots with dates and times

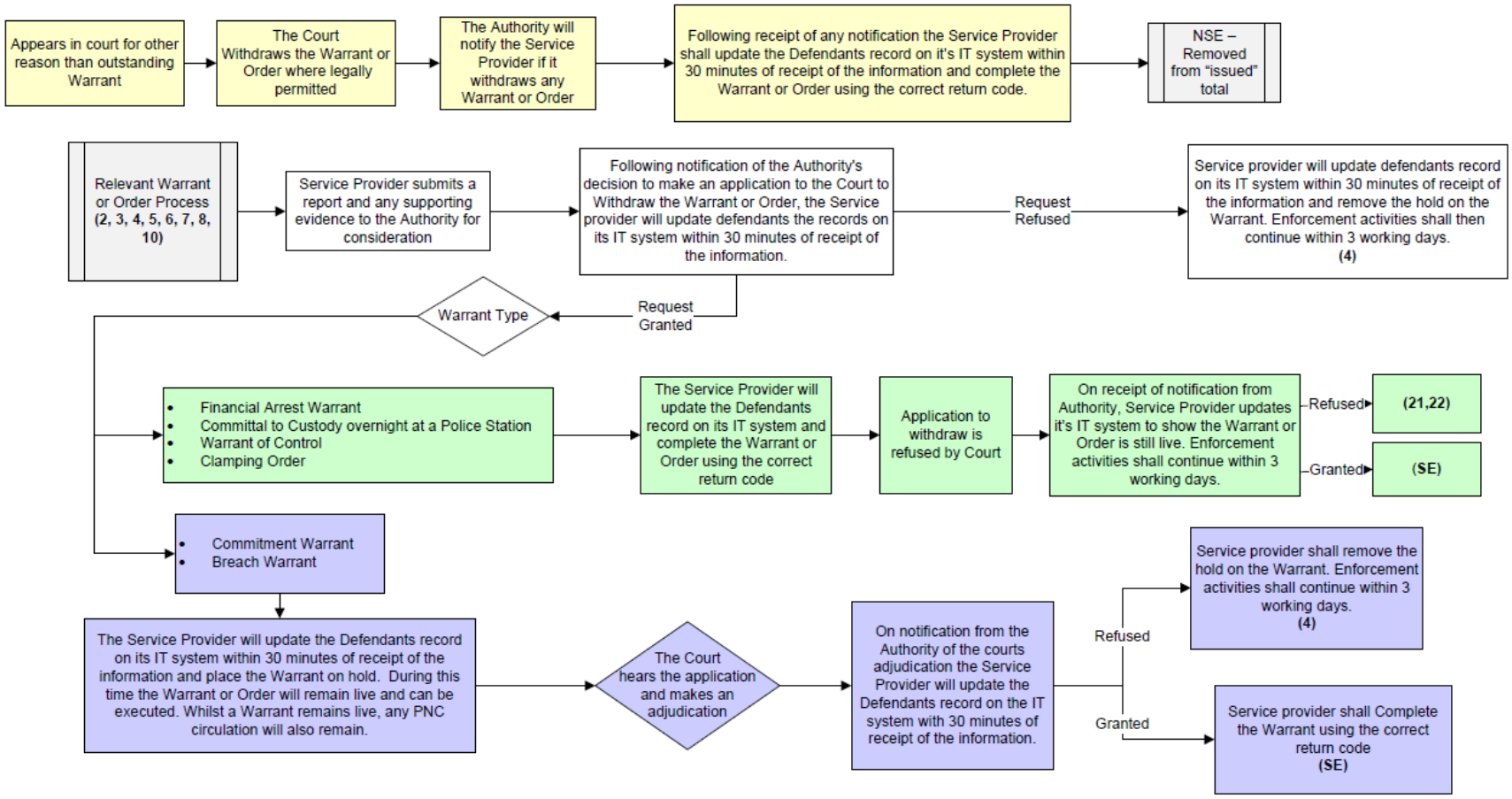
The Service Provider shall only agree a planned surrender date with the Defendant if they have accessed the risk information available and it does not indicate an increased health and safety risks to court staff and court users.



In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

12. General Warrant or Order Management - Withdrawal of Warrant or Order – Draft V 1.2

Any Warrant or Order withdrawn by the Court will be at no cost to the Authority



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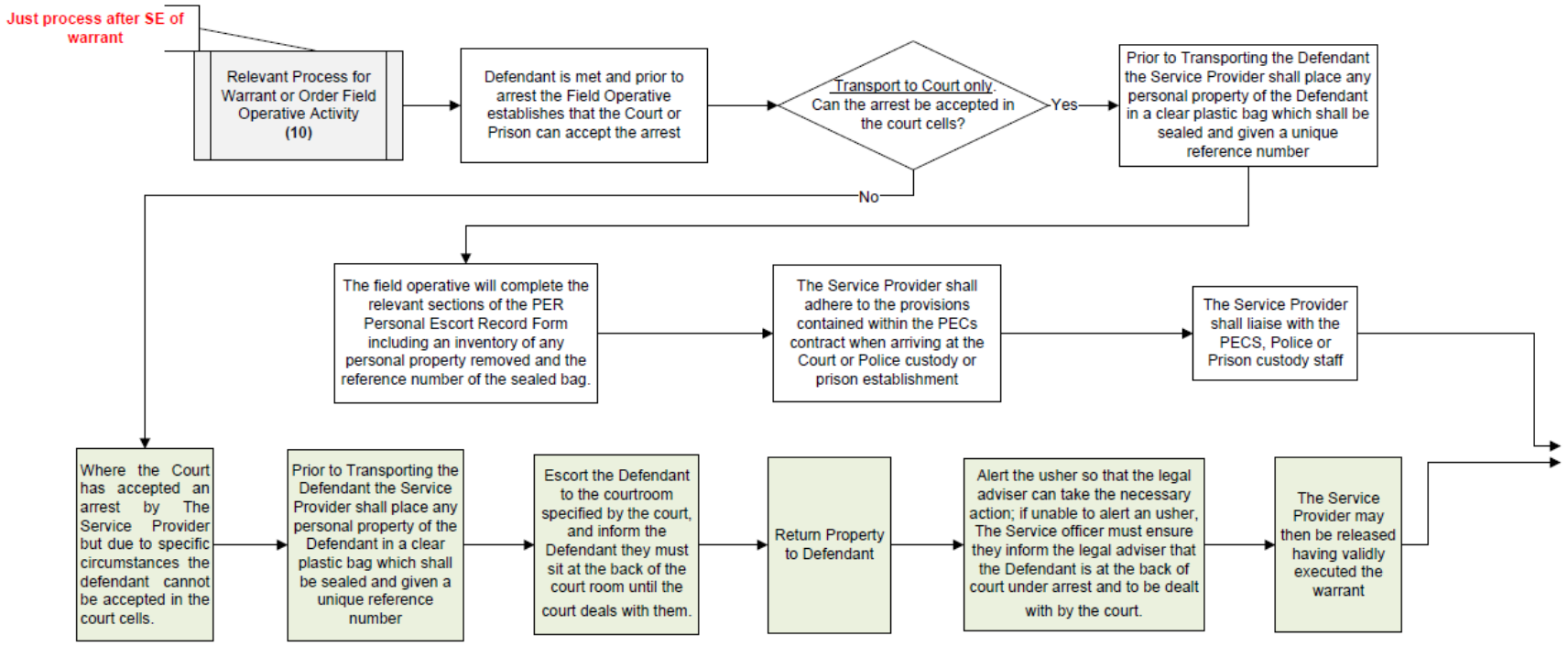
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

13. General Warrant Management – Arrest and Transport to Custody. Draft V 1.2

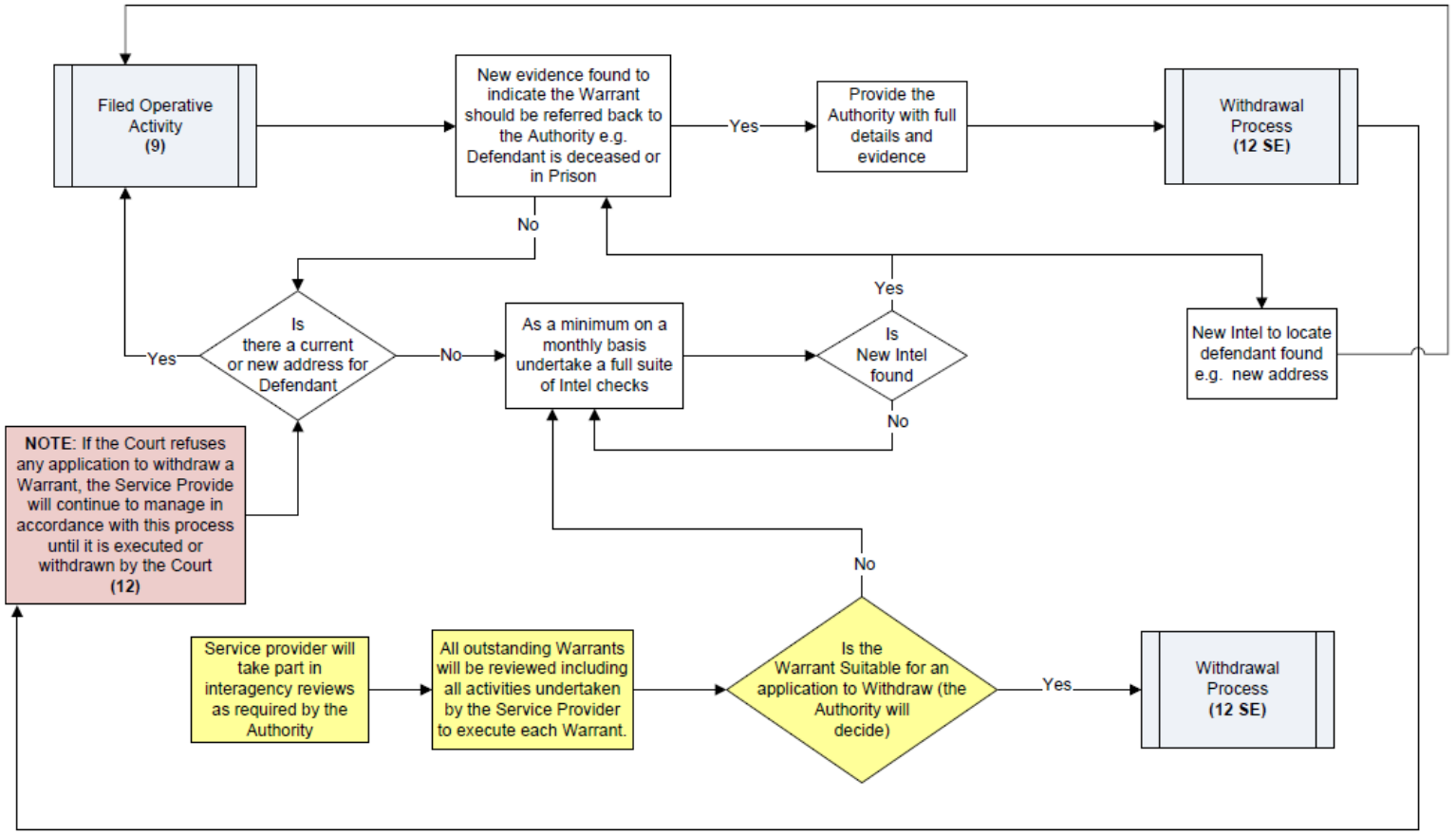
The Service Provider shall not carry out any arrests outside of the times agreed with the Authority except where the Service Provide has made arrangements for any defendant arrested outside of those hours to be detained at a local Police Station



The Service provider shall use the usual dynamic risk assessment prior/during arrest to ensure that the above actions do not increase health and safety risks to court staff and court users

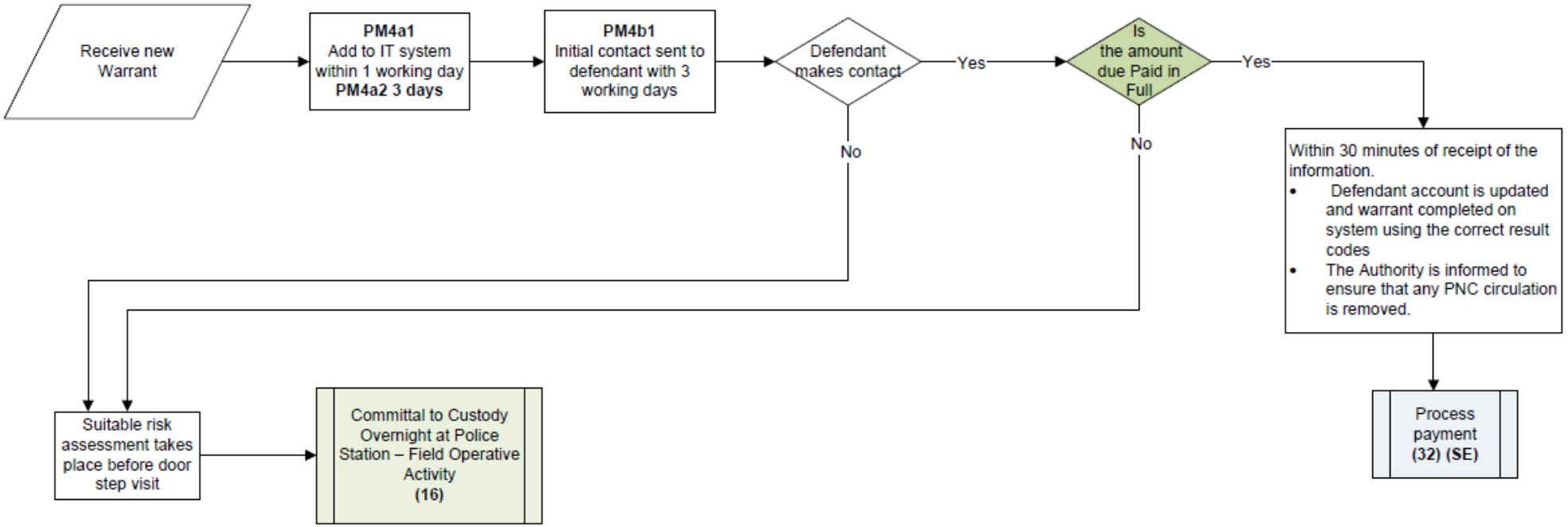
All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

14. Commitment Arrest Warrant – Management of unexecuted warrants – Draft V1.2

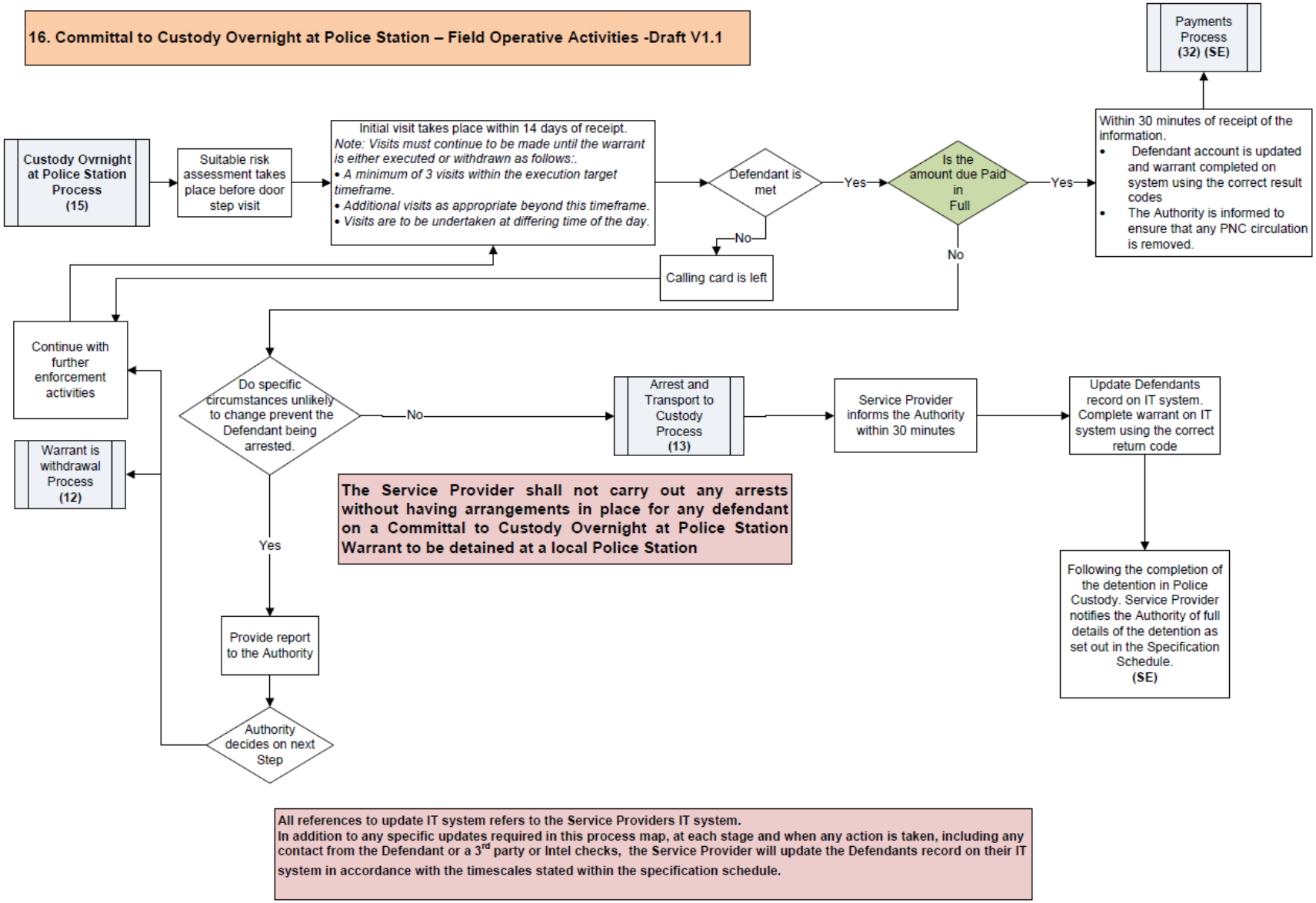


All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

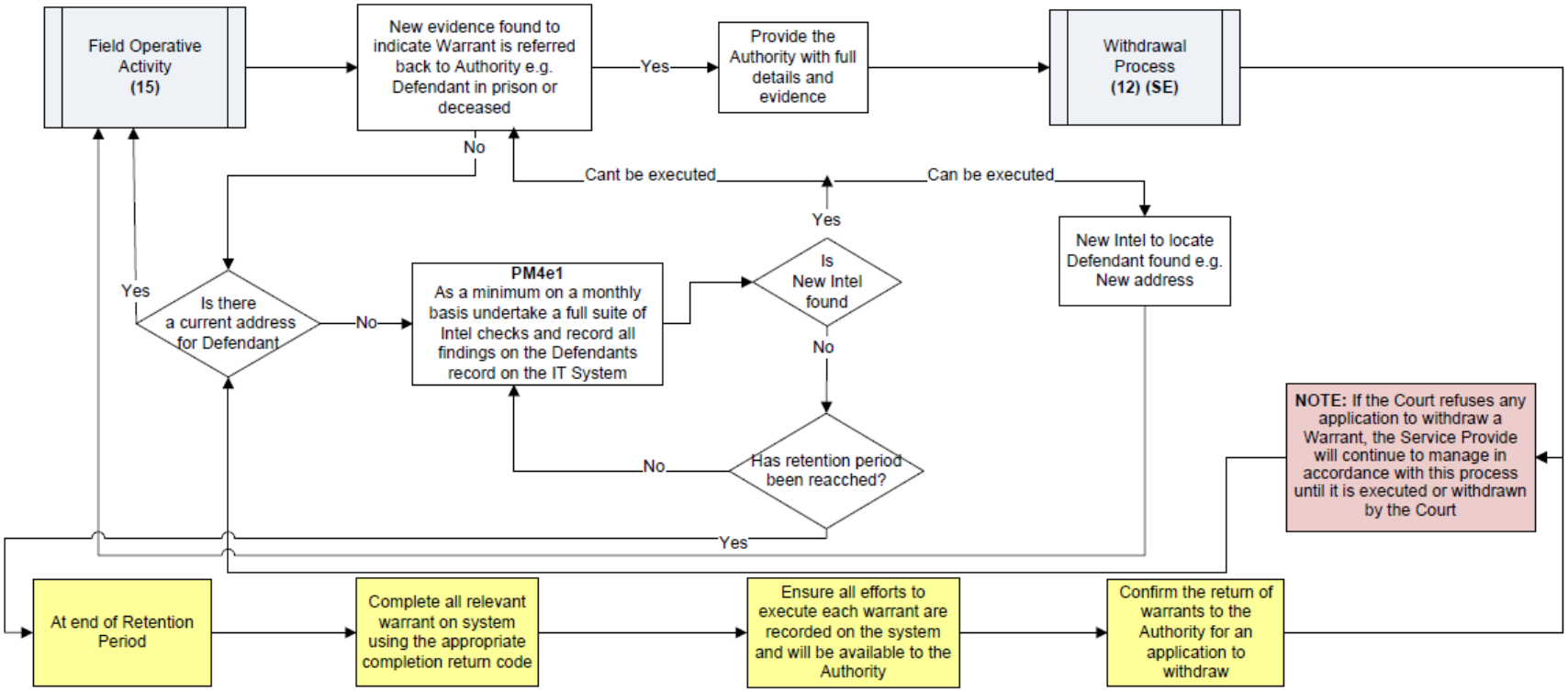
15. Committal to Custody Overnight at Police Station – Initial Receipt of New Warrant – Draft V1.1



All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales specified within the specification schedule.


16. Committal to Custody Overnight at Police Station – Field Operative Activities -Draft V1.1
Payments Process (32) (SE)
Custody Ovrnight at Police Station Process (15)
Suitable risk assessment takes place before door step visit
Initial visit takes place within 14 days of receipt.
Note: Visits must continue to be made until the warrant is either executed or withdrawn as follows:.
• A minimum of 3 visits within the execution target timeframe.
• Additional visits as appropriate beyond this timeframe.
• Visits are to be undertaken at differing time of the day.
Defendant is met
Yes
Is the amount due Paid in Full
Yes
Within 30 minutes of receipt of the information.
• Defendant account is updated and warrant completed on system using the correct result codes
• The Authority is informed to ensure that any PNC circulation is removed.
No
Calling card is left
No
Continue with further enforcement activities
Do specific circumstances unlikely to change prevent the Defendant being arrested.
No
Arrest and Transport to Custody Process (13)
Service Provider informs the Authority within 30 minutes
Update Defendants record on IT system. Complete warrant on IT system using the correct return code
Warrant is withdrawal Process (12)
The Service Provider shall not carry out any arrests without having arrangements in place for any defendant on a Committal to Custody Overnight at Police Station Warrant to be detained at a local Police Station
Yes
Provide report to the Authority
Following the completion of the detention in Police Custody. Service Provider notifies the Authority of full details of the detention as set out in the Specification Schedule. (SE)
Authority decides on next Step
All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

17. Committal to Custody Overnight at Police Station – Management of Unexecuted Warrants -Draft V1.2



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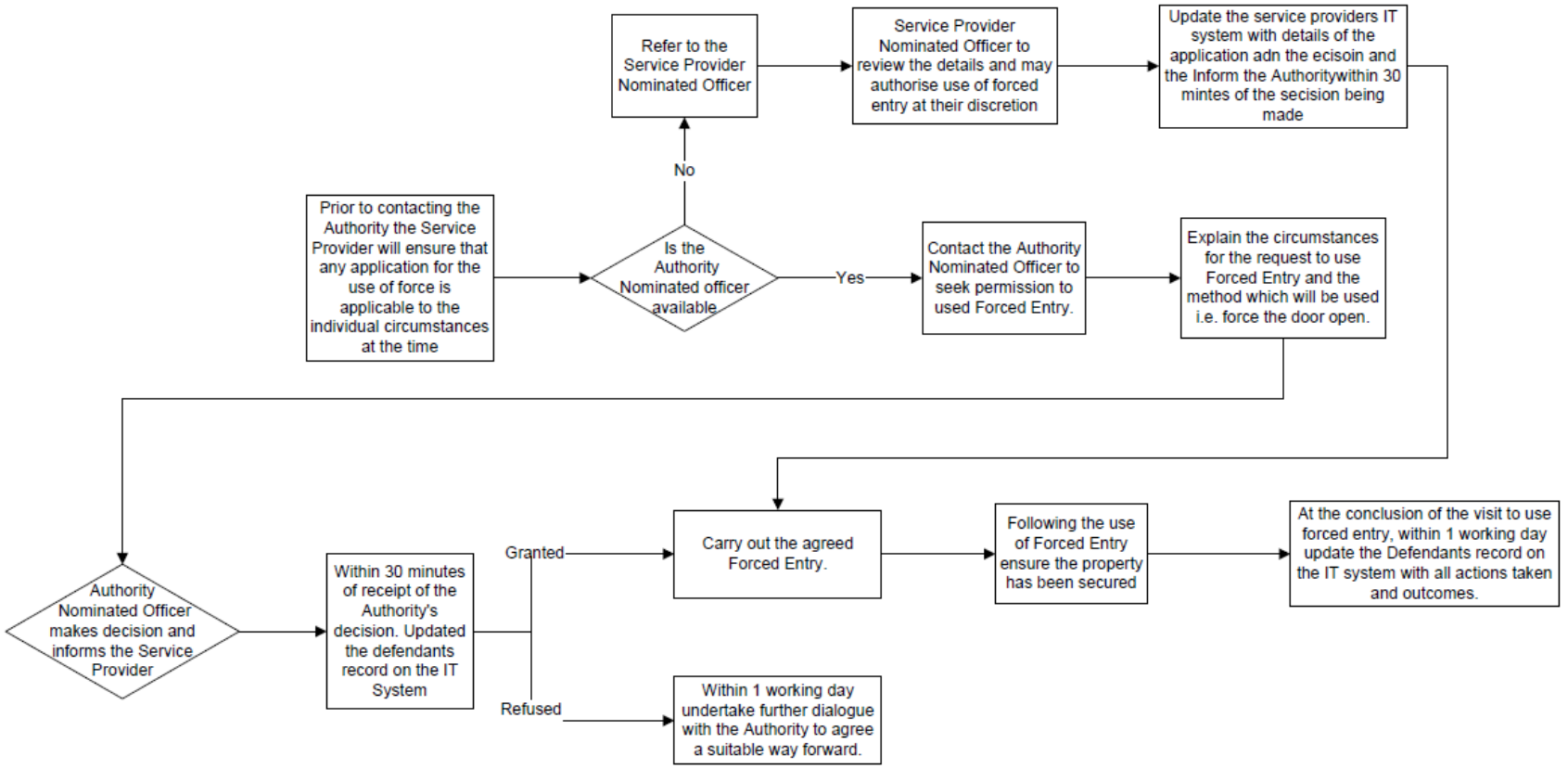
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

18. Forced Entry to Arrest – V 1.1
In Relation To: Arrest; Commitment and Committal to Custody Warrants.



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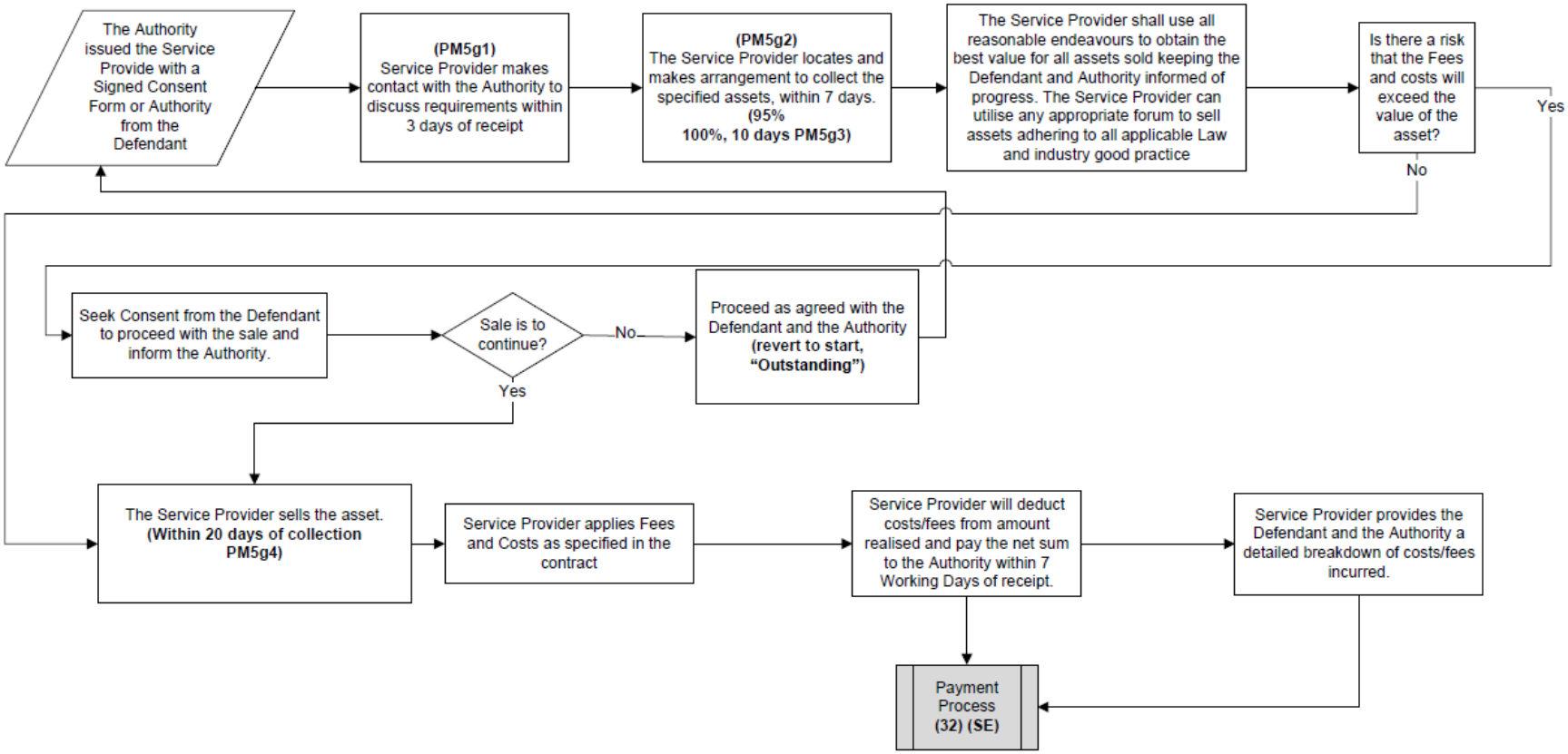
19. Confiscation Orders – Realisation of Specific Assets with Consent – Draft V 1.1



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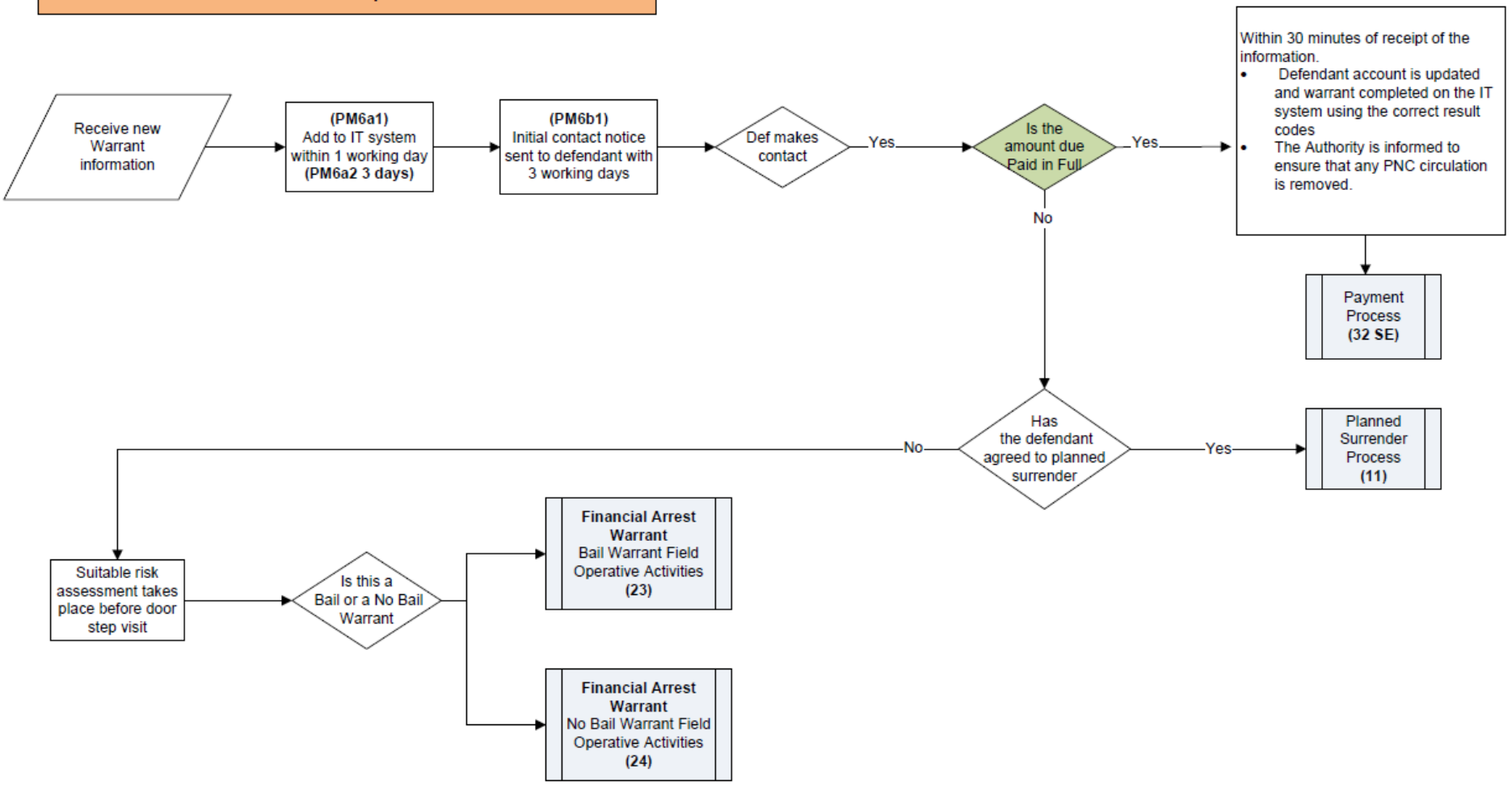
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

20. Financial Arrest Warrant – Receipt of New Warrant – Draft V1.1



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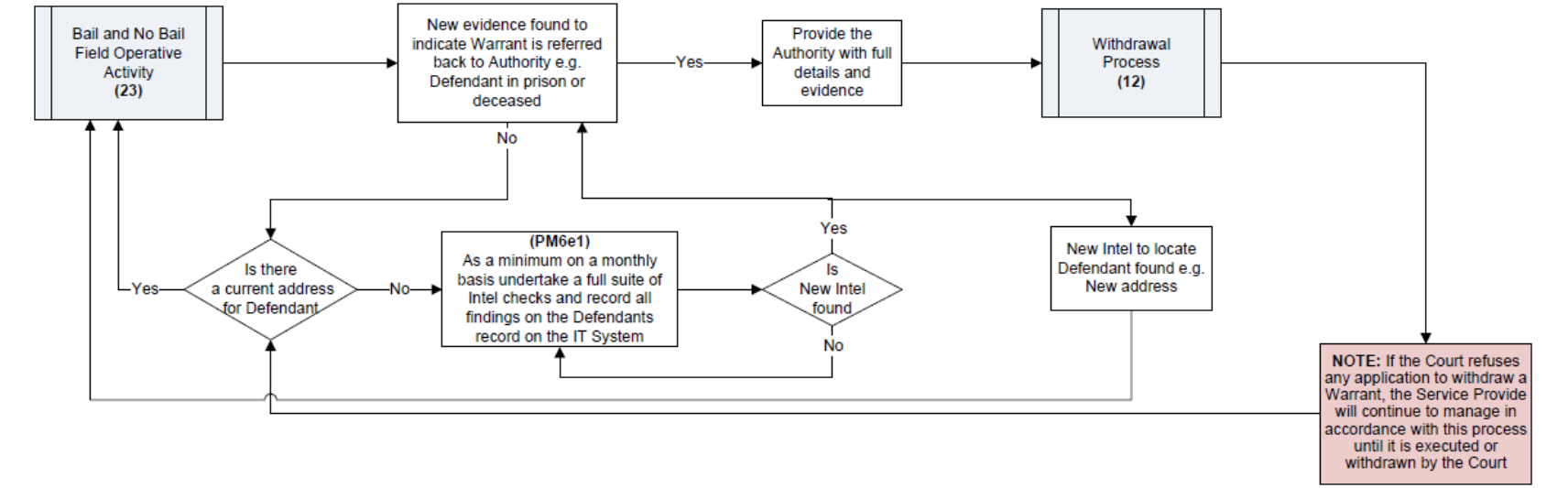
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

21. Financial Arrest Warrant – Management of Unexecuted Warrants

Part A - Excluding those issued in connection with Confiscation Orders and Suspended Committal – Draft V1.2



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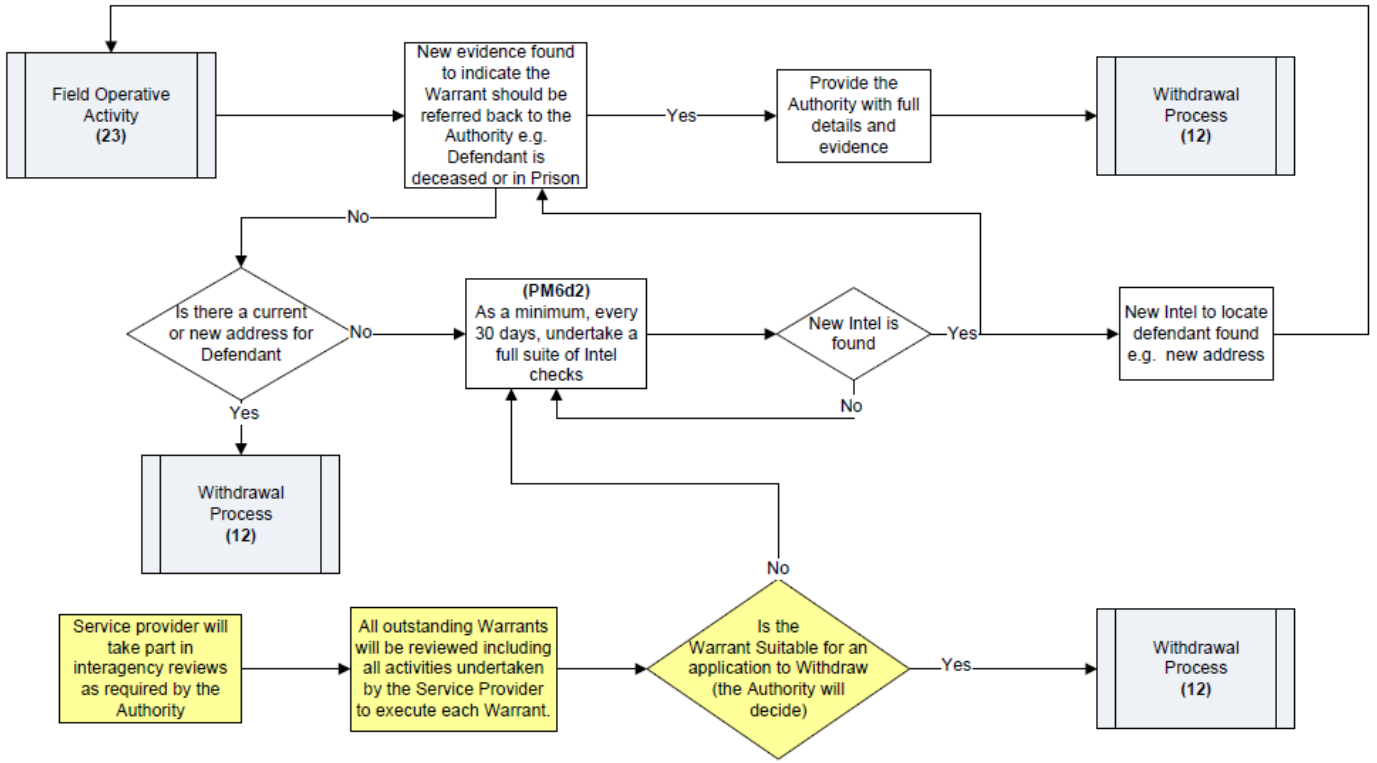
22. Financial Arrest Warrant – Management of Unexecuted warrants

Part B – Warrants Issued in Connection with Confiscation Orders and Suspended Committal – Draft V1.2



NOTE: If the Court refuses any application to withdraw a Warrant, the Service Provide will continue to manage in accordance with this process until it is executed or withdrawn by the Court

All references to update IT system refers to the Service Providers IT system.
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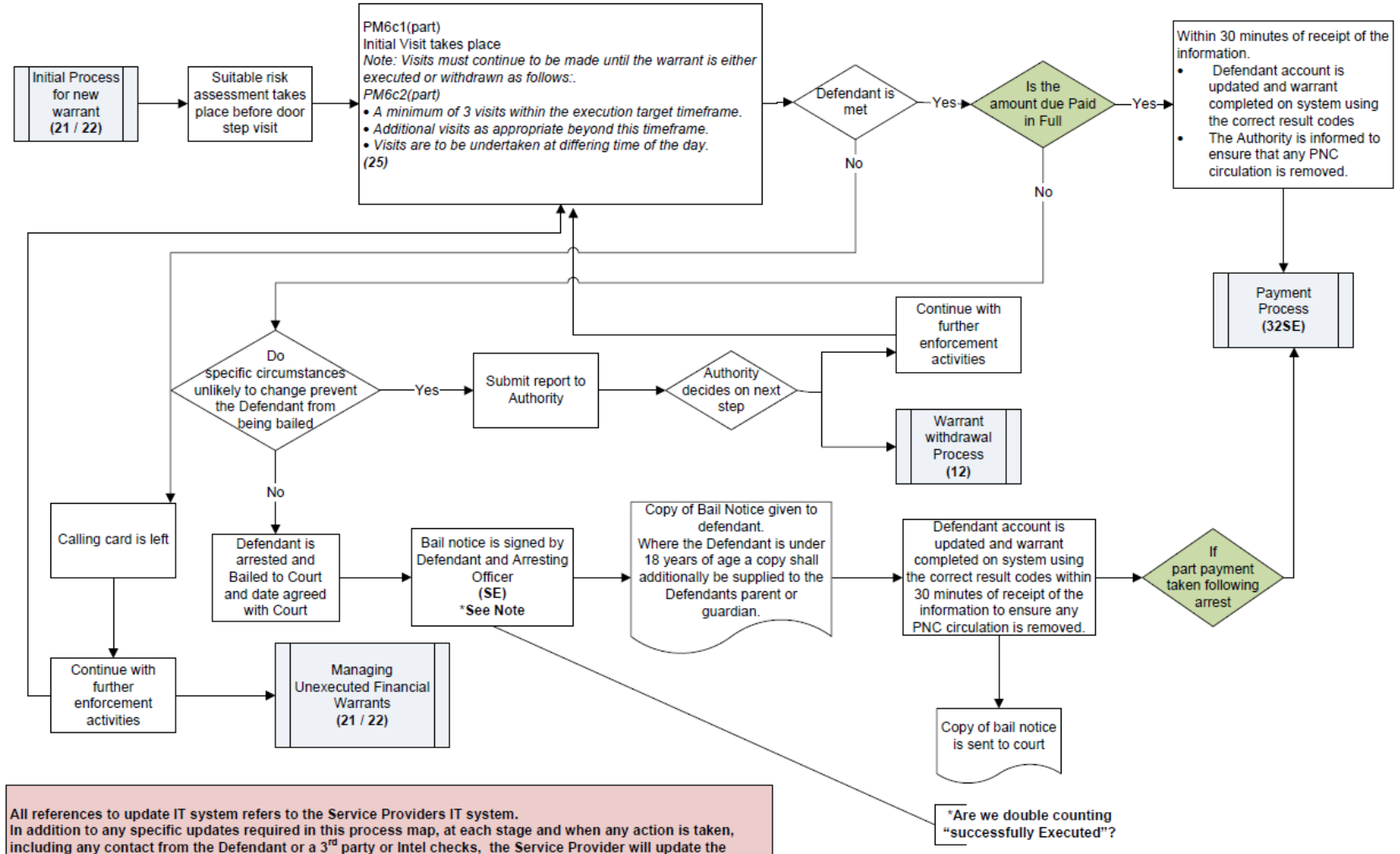
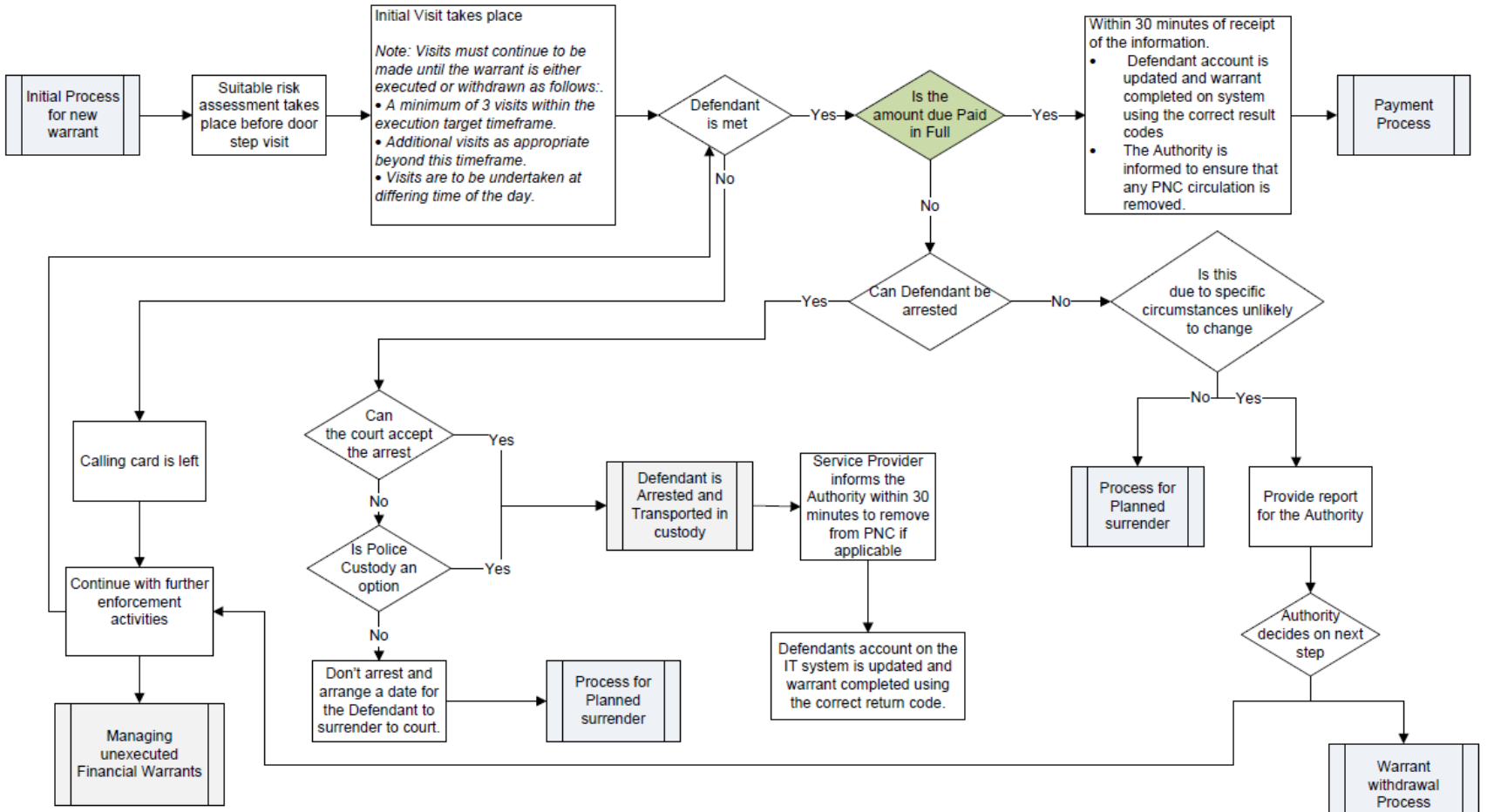
23. Financial Arrest Warrant – Management – Bail Warrant Field Operative Activity – Draft V1.1



Financial Arrest Warrant – Management – No Bail Warrant Field Operative Activities- Draft V1.1

The Service Provider shall not carry out any arrests outside of the times agreed with the Authority except where the Service Provide has made arrangements for any defendant arrested outside of those hours to be detained at a local Police Station



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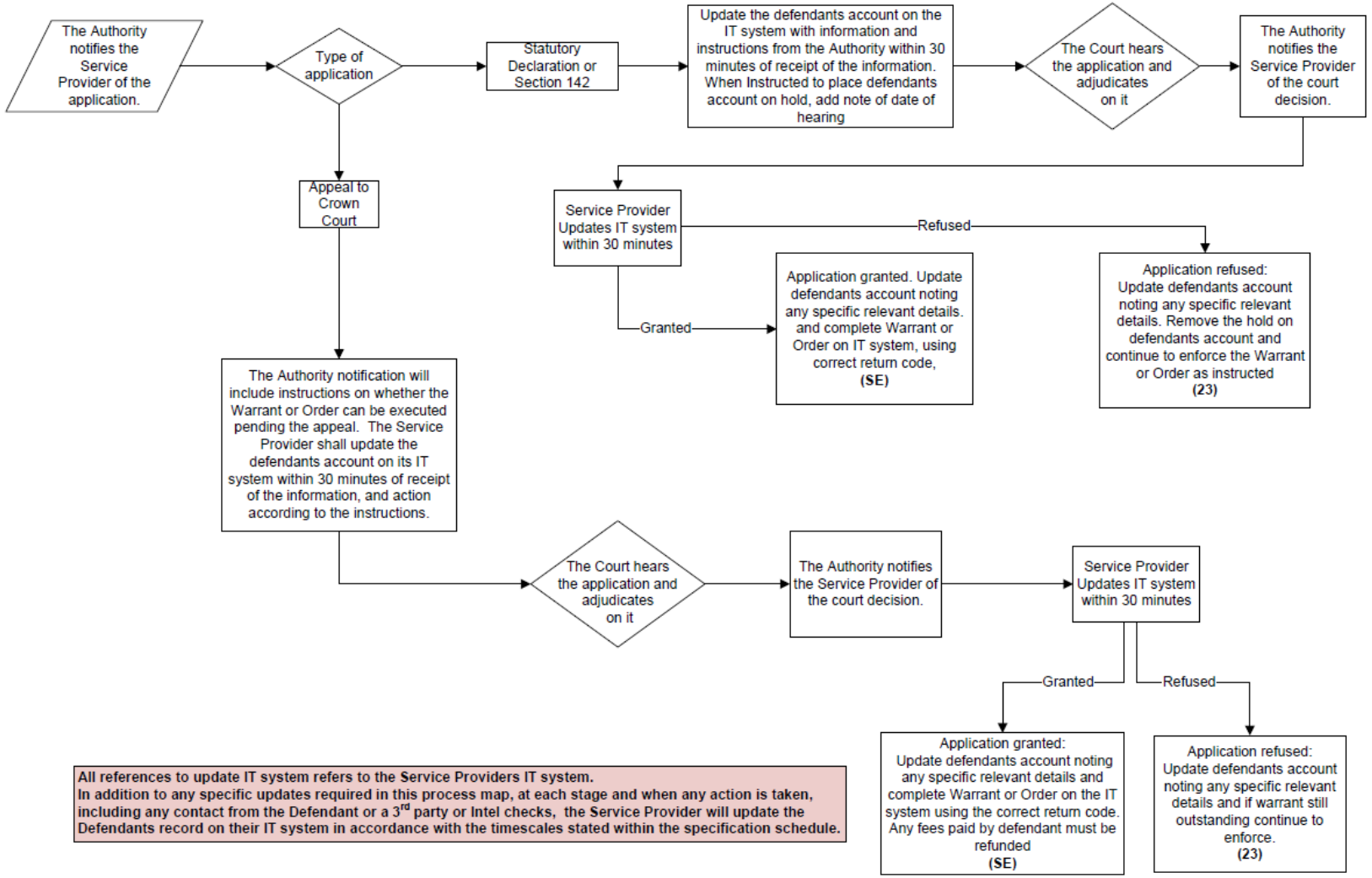
25. Appeals; Stat Dec; Sec 142 Appeals in relation to Financial Warrants and Orders Only – Draft V 1.1



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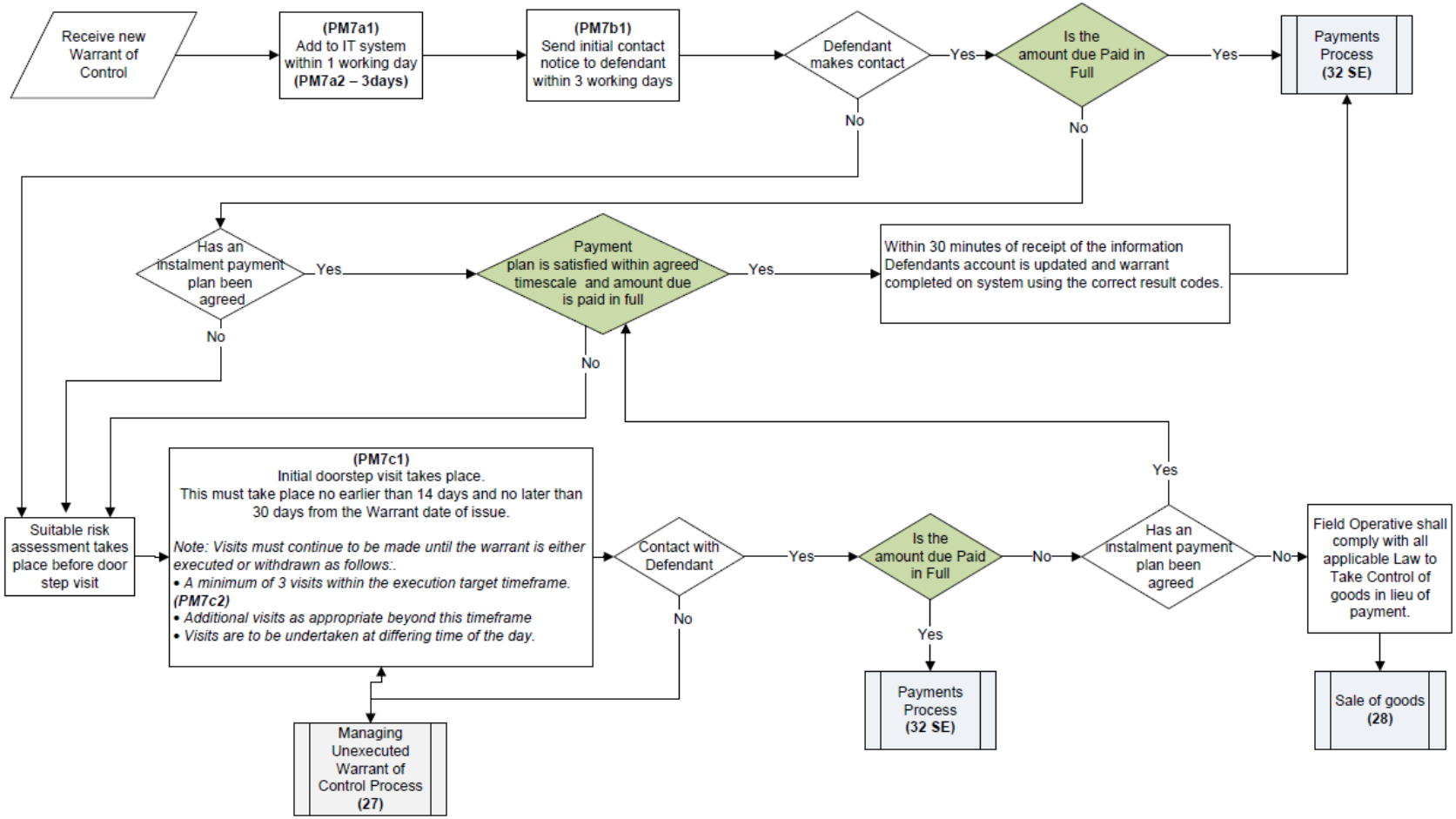
26. Warrant of Control – Receipt of new Warrant and Field Operative Contact Visits *v 0.6*



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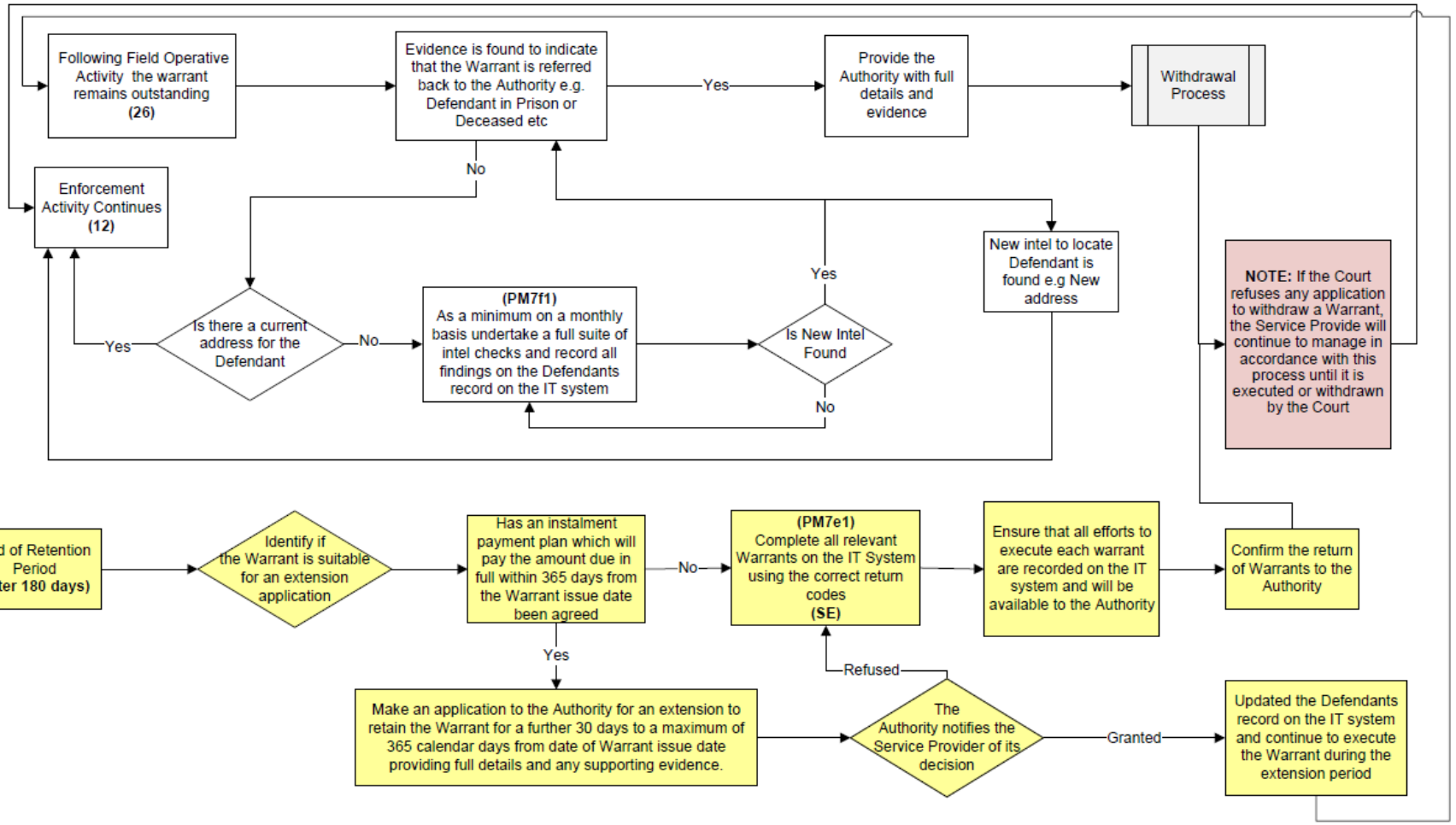
27. Warrant of Control – Managing Unexecuted Warrants – Draft V 1.2



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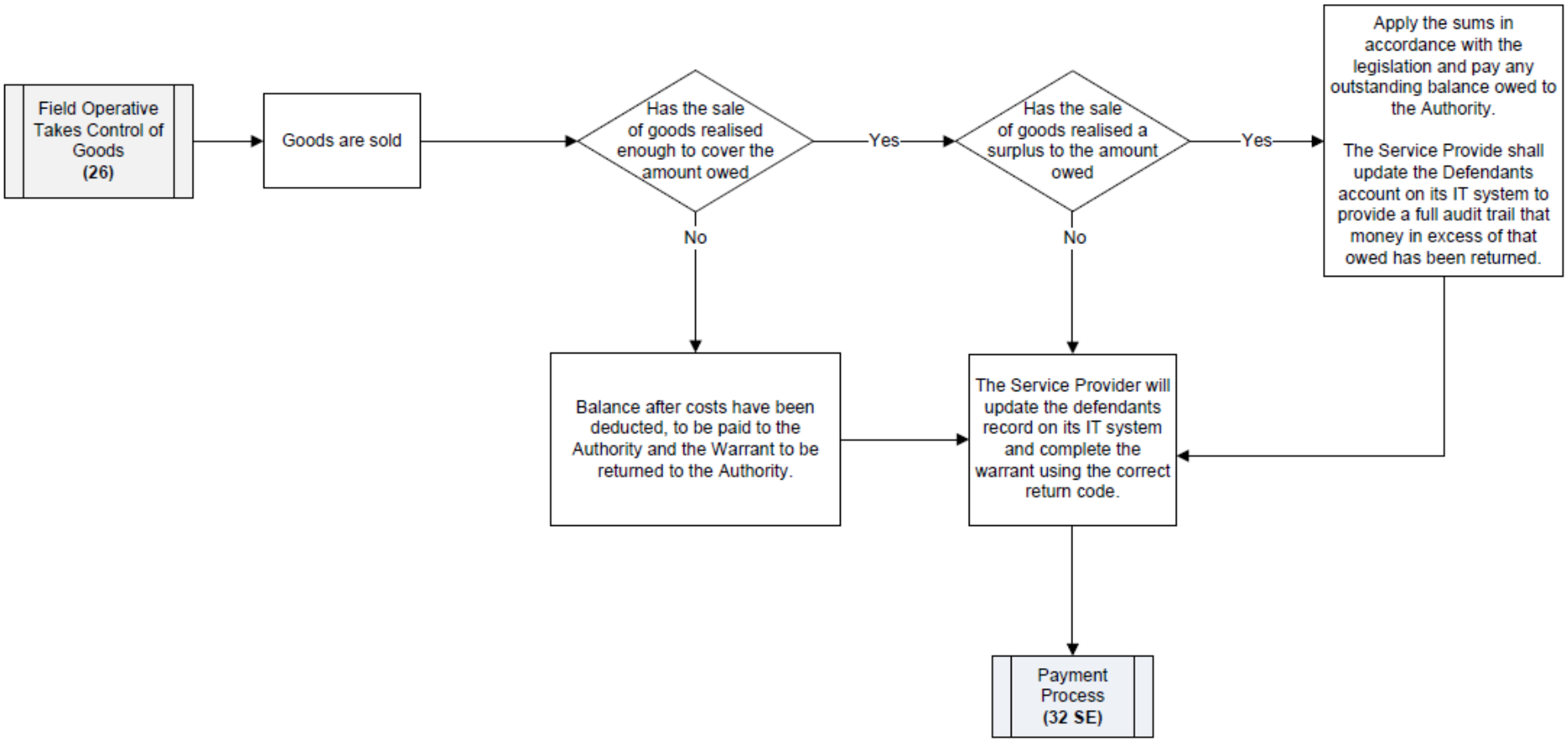
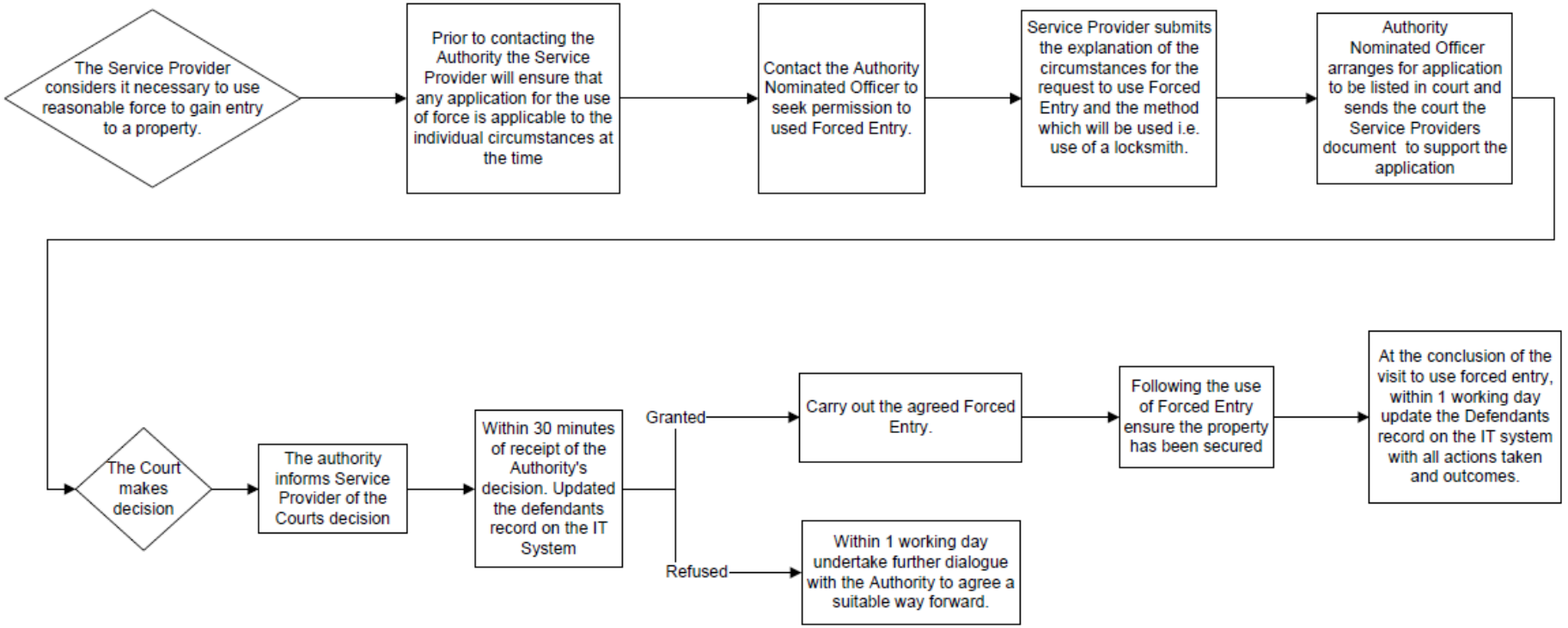
28. Warrant of Control – Sale of Goods - V 1.2



All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

29. Forced Entry to Take Control of Goods –V1.0

In Relation To: Warrant of Control



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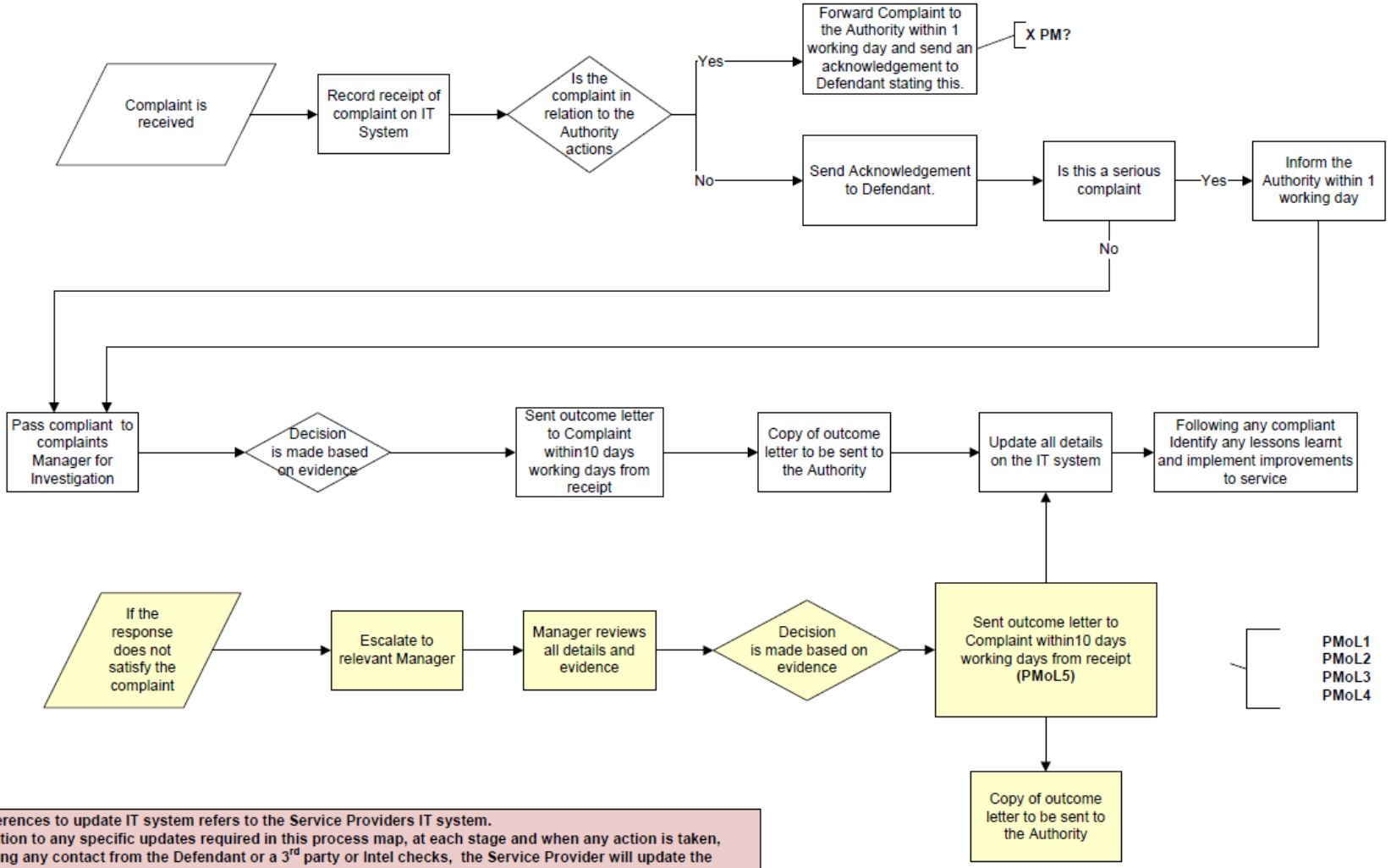
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

30. Complaint Handling- Draft V 1.2

Where applicable Body Camera footage should retained and made available for the Authority to view as stated in the Specification.



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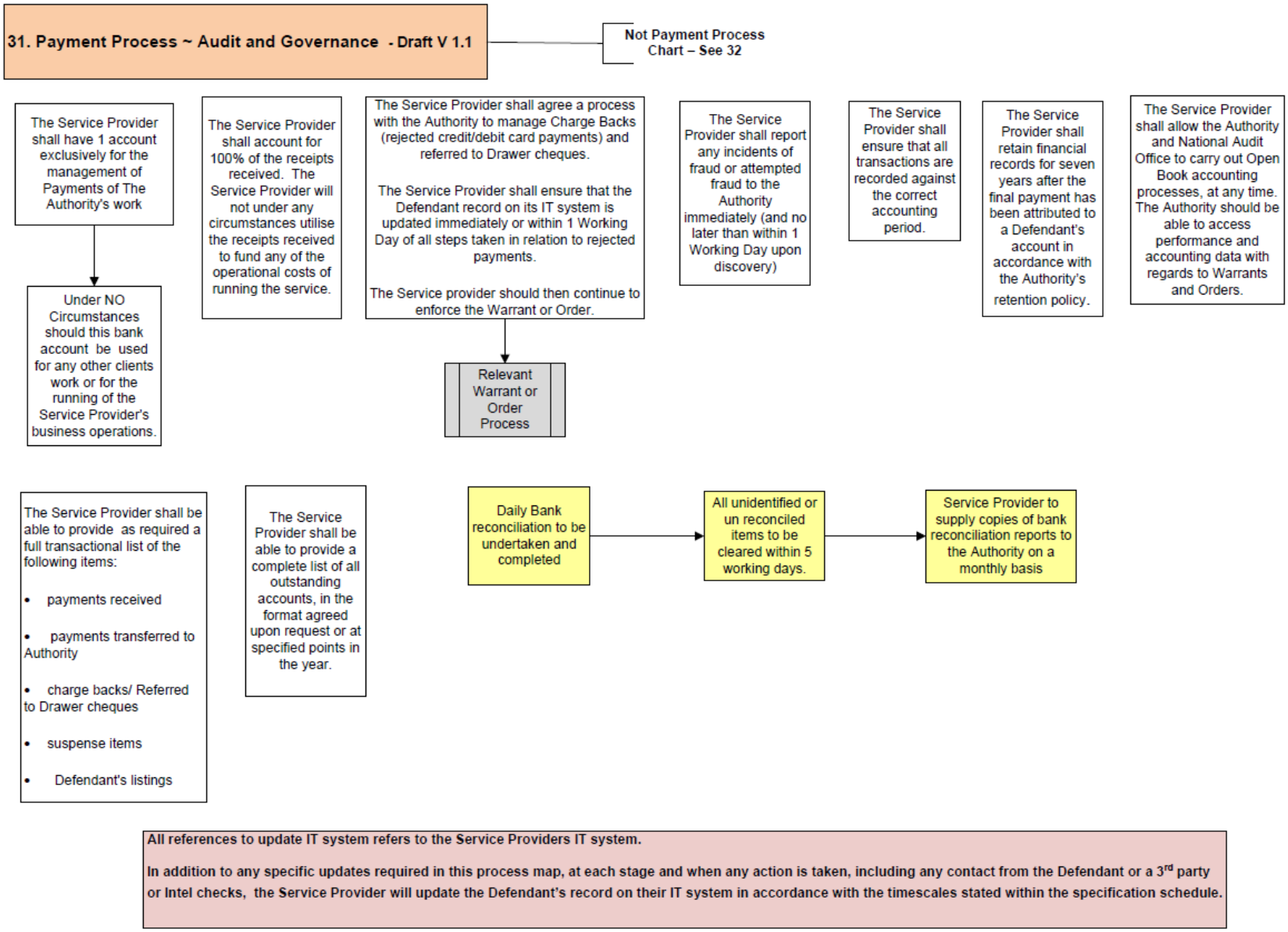
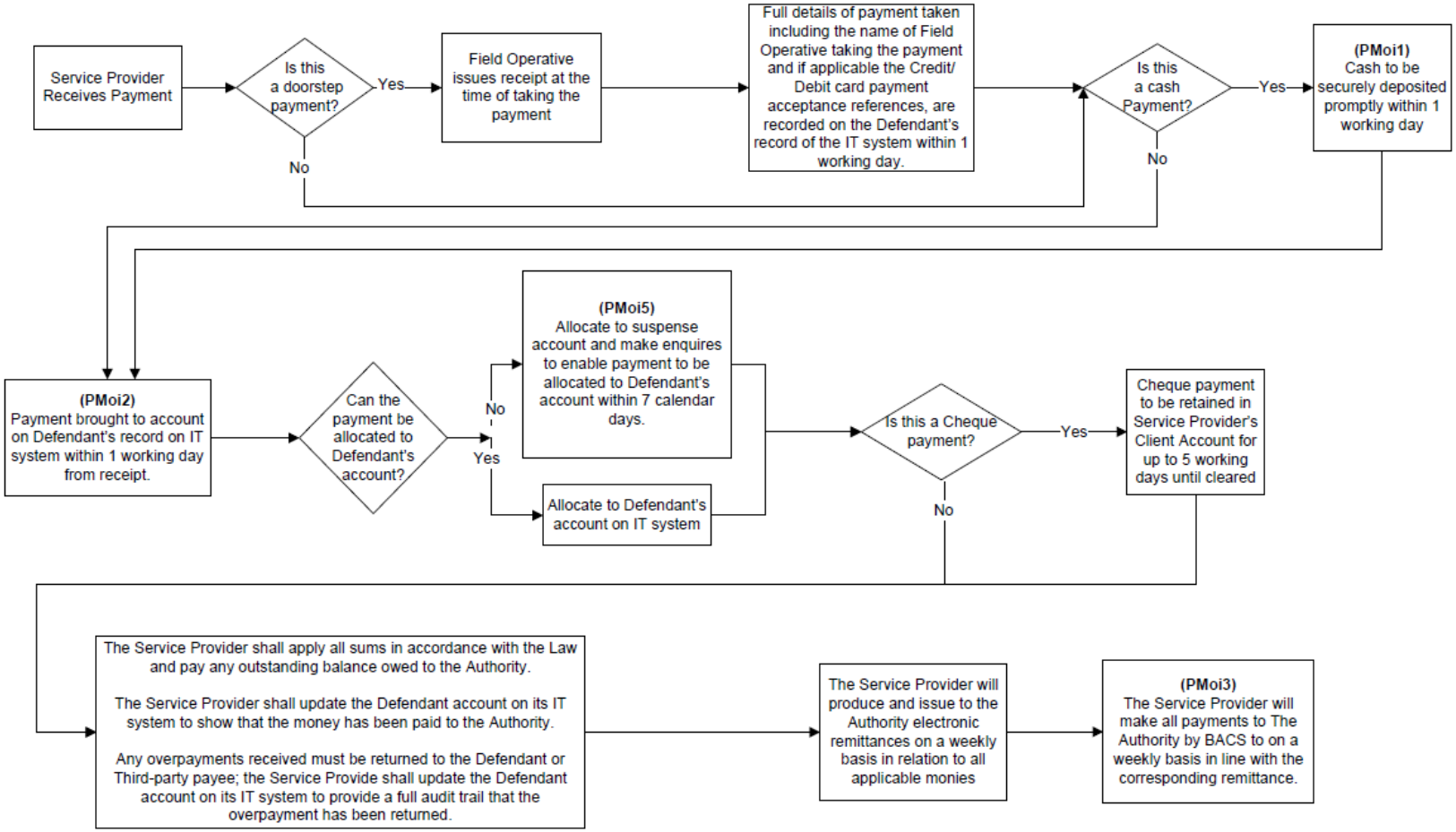

31. Payment Process ~ Audit and Governance - Draft V 1.1
Not Payment Process Chart – See 32
The Service Provider shall have 1 account exclusively for the management of Payments of The Authority's work
Under NO Circumstances should this bank account be used for any other clients work or for the running of the Service Provider's business operations.
The Service Provider shall account for 100% of the receipts received. The Service Provider will not under any circumstances utilise the receipts received to fund any of the operational costs of running the service.
The Service Provider shall agree a process with the Authority to manage Charge Backs (rejected credit/debit card payments) and referred to Drawer cheques.
The Service Provider shall ensure that the Defendant record on its IT system is updated immediately or within 1 Working Day of all steps taken in relation to rejected payments.
The Service provider should then continue to enforce the Warrant or Order.
Relevant Warrant or Order Process
The Service Provider shall report any incidents of fraud or attempted fraud to the Authority immediately (and no later than within 1 Working Day upon discovery)
The Service Provider shall ensure that all transactions are recorded against the correct accounting period.
The Service Provider shall retain financial records for seven years after the final payment has been attributed to a Defendant's account in accordance with the Authority's retention policy.
The Service Provider shall allow the Authority and National Audit Office to carry out Open Book accounting processes, at any time. The Authority should be able to access performance and accounting data with regards to Warrants and Orders.
The Service Provider shall be able to provide as required a full transactional list of the following items:
• payments received
• payments transferred to Authority
• charge backs/ Referred to Drawer cheques
• suspense items
• Defendant's listings
The Service Provider shall be able to provide a complete list of all outstanding accounts, in the format agreed upon request or at specified points in the year.
Daily Bank reconciliation to be undertaken and completed
All unidentified or un reconciled items to be cleared within 5 working days.
Service Provider to supply copies of bank reconciliation reports to the Authority on a monthly basis
All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendant's record on their IT system in accordance with the timescales stated within the specification schedule.

Payment Process ~ Payment Received; Payment Processed and Applicable Monies Paid to The Authority – Draft V1.1



All references to update IT system refers to the Service Providers IT system.
In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or a 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

33. Payments received direct by the Authority after Warrant or Order has been issued. V 1.1

Not a process check, It is a procedure

Warrant of Control or Clamping Order

The Authority shall forward any payments it receives following the issue of a Warrant of Control or Clamping Order to the Service Provider on a daily basis by BACS and with supporting Remittance in the agreed format and method. The Authority shall write to the Defendant to inform them that the payment has been sent to the Service Provider and they must contact the Service Provider to conclude the matter.

These payments shall be allocated to the Defendant account on the Service Provider's IT system within 1 Working Day of receipt of the Authority transfer.

Financial Arrest; Commitment; or Detention at a Police Station Warrants

Payment in Full

Enforcement stage	Action Required
Payment received before Warrant uploaded to Service Provider's It system.	Service Provider shall complete as withdrawn as per Return Codes and add note to its IT system.
Payment received after Warrant uploaded to Service Provider's IT system, and Initial Contact Letter not yet sent.	Service Provider shall complete as withdrawn as per Return Codes and add a note to its IT system.
Payment received after Warrant uploaded and Initial Contact Letter sent but prior to Personal Contact Visit activities commenced by Service Provider.	Service Provider shall complete as paid in full as per Return Codes. The Service Provider shall note its IT system that the monies have been paid to the Authority.
Payment received after Warrant uploaded and following Personal Contact Visit activities commenced by Service Provider.	Service Provider shall complete as paid in full as per Return Codes. The Service Provider shall note its IT system that the monies have been paid to the Authority.

Part Payments

Financial Arrest Warrant

Enforcement stage	Action Required
The Authority will allocate the payment to the account and notify The Service Provider by the agrees method of the new outstanding balance on the Warrant.	The Service Provider will update their IT system within 30 minutes of receipt of the notification, to record the payment to the Authority and ensure that the correct outstanding balance is recorded for the Warrant.

Commitment Warrant, or Detention at a Police Station Warrant

Enforcement stage	Action Required
At any stage the Authority will refund the money to the Defendant and write to the Defendant to inform them to contact the Service Provider. The Authority will inform the Service Provider of the details by the agree method.	Service Provider to add note to the Defendant record on its IT system.

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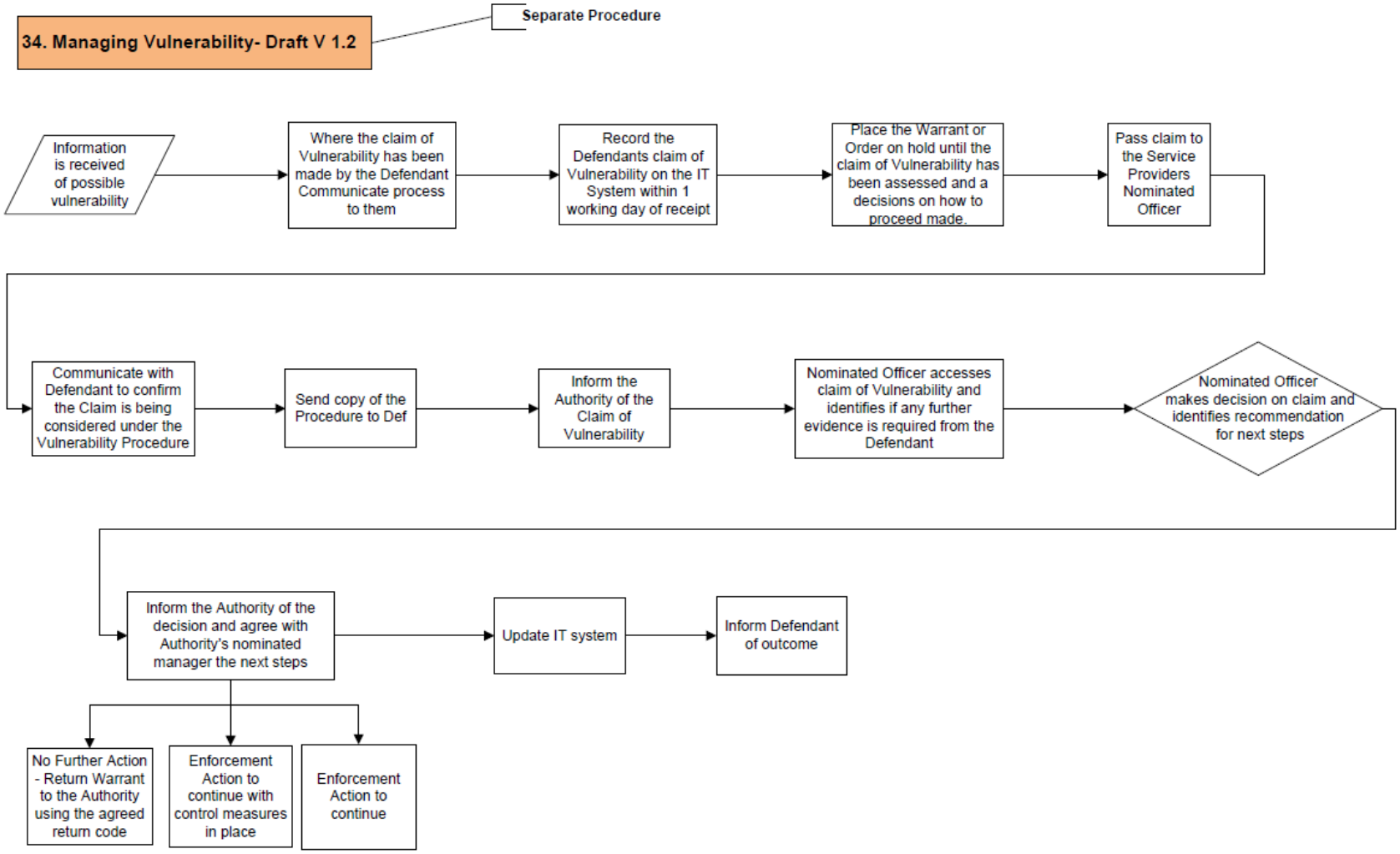
In addition to any specific updates required in this process map, at each stage and when any action is taken, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.



All references to update IT system refers to the Service Providers IT system.

In addition to any specific updates required in this process map, at each stage and when any action is taken, including any contact from the Defendant or 3rd party or Intel checks, the Service Provider will update the Defendants record on their IT system in accordance with the timescales stated within the specification schedule.

Annex 7: APPLICATION TO WITHDRAW A WARRANT

HM Courts & Tribunals Service

Breach warrants and financial penalty warrants: AEA Reasons for non-execution

Please indicate which ground is the most appropriate and include further information in the boxes below:

Section A: Defendant unable to be arrested

- ☐ Appears to be, or suspected to be, experiencing acute mental ill health which will render arrest and detention unsuitable without further direction from the court.
- ☐ Appears to be under the influence of drugs or alcohol.
- ☐ Appears to be physically ill or injured and would require urgent or immediate medical assistance.
- ☐ Is not in possession of vital prescribed medication that is required to maintain their immediate health.
- ☐ Appears to lack the capacity to understand the nature of the arrest (e.g. spectrum disorder such as autism).
- ☐ Other e.g. the defendant has caring responsibilities etc

Please note below the basis on which the AEA officer has made their decision i.e. the defendants demeanour, on information provided to them by the defendant or others:

Where known, the defendant' diagnosis, how long they have had the condition and evidenced prognosis. Having seen a medical certificate/evidence etc:

HM Courts & Tribunals Service

Section B: Part payments received (this only applies to financial penalty warrants and excludes warrants in relation to confiscation and committal warrants)

Part payment can be made but the warrant remains in force. It will be made clear to the defendant that any discussions are subject to an application being made to withdraw the warrant which is a matter for the court. The warrant will remain outstanding until it is withdrawn by the court.

If contact has been made with the defendant and full payment cannot be obtained the AEA can exercise one of the following options:

- ☐ The enforcement agent has received a part payment and the defendant is employed. The AEA has obtained employer details and will apply to the court to withdraw the warrant and make an Attachment of Earnings Order to be made. (This information was not available to enforcement staff at the time the warrant was issued).

- ☐ The enforcement agent has received a part payment and the defendant is on benefits. The AEA has obtained benefit details and NI number and will apply to the court to withdraw the warrant and apply for a Deduction from Benefits Order to be made. (This information was not available to enforcement staff at the time the warrant was issued).

- ☐ The defendant has paid 50% of the balance and proposes an appropriate rate of payment to the court for the remaining balance. The AEA will apply to the court to with the warrant. (This is only appropriate if neither of the above options are appropriate and time to pay has not been granted before the warrant stage).

Defendants signature and consent (if the defendant is unable to provide consent or sign, please explain further below).

- I acknowledge that the warrant remains outstanding until an application to withdraw is put before the court.
- I acknowledge that in determining the application to withdraw the warrant, the court will take into account my previous compliance with the order of the court.
- I am aware that the court may not grant the application to withdraw the warrant and enforcement will continue.
- I consent for the above information and copies of any documentation (if applicable) to be provided and shared with NCES, HMCTS, NPS/EMS/YOS for the purposes of warrant execution activity, and to enable the progression of enforcement and sentencing or other matters before the court.

Signed: _____ Date:

Annex 8: IT Cyber Security & Information Assurance Requirements Guidance

https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

Annex 9: Security Aspects Letter

HM Courts & Tribunals Service

Information Assurance
102 Petty France (5.31)
London,
SW1H 9AJ
T 020 3334 3555
ICT.IA&S@justice.gsi.gov.uk
www.justice.gov.uk

Dear Service Provider

Subject: Security Aspects Letter – HMCTS

This Security Aspects Letter, hereafter known as SAL, establishes the security provisions with which the Supplier shall comply in producing, handling or storing OFFICIAL material pertaining to Her Majesty's Courts and Tribunal Services (HMCTS), hereafter referred to as "The Authority".

This letter applies to the Supplier and any subcontractor within the Supplier supply chain as required. The Supplier's contractors are under the same obligations as the Supplier.

The Authority reserves the right to conduct a design review on the architecture of the service procured at any time, and one may be required prior to signing the contract. The design review may be carried out by The Authority or a nominated third party.

All services provided by the Supplier and their subcontractors are to be Cyber Essential or Cyber Essential plus and ISO 27001 certified.

This letter formally advises the classification to apply to the various security aspects of HMCTS.

This SAL has been developed under the premise that all Information Assets pertaining to The Authority will be classified OFFICIAL and that some may carry the OFFICIAL – SENSITIVE marking. All information must be considered OFFICIAL whether it bears a marking or not. Material that is to be considered OFFICIAL – SENSITIVE must be marked as such. The SENSITIVE marking caveat requires access to the information to be on a need to know unless otherwise stated within the documentation. Items considered as OFFICIAL-SENSITIVE include but are not limited to;

- IP addresses,
- Security Vulnerabilities,
- known risks to the data, applications and infrastructure,
- detailed designs of points ingress and egress into the infrastructure,
- management accounts and authentication credentials.

Where Open Source code is used the marking will remain OFFICIAL. Where source code is of a sensitive nature the source code shall carry the existing marking i.e. OFFICIAL- SENSITIVE will remain OFFICIAL-SENSITIVE and will be handled in accordance with the additional handling requirements for the SENSITIVE marking.

The source code is considered to be marked at OFFICIAL. This applies to Production, Development and Test environment. Assurance is required for Production. Development and Test environments do not require formal assurance. The source code, infrastructure documentation and configurations for development and test are to be OFFICIAL and handled and stored accordingly. Information Assurance is required for any systems handling production data. Development and Test systems must follow the same access and security controls as Production but due to the nature of the systems, they do not require formal HMCTS Information Assurance, however the documentation must be protectively marked accordingly.

Production data cannot be used in Development or Test systems without the express written consent of The Authority's Information Asset Owner (IAO), Business System Owner (BSO) and Senior Information Risk Officer (SIRO). Where production data is required in Development and or Test, the data will be anonymised by the Supplier removing all personal identifiable data before being imported into development or test environments.

It should be noted that assigning an appropriate classification to information remains the responsibility of the creator or owner of the asset. The Authority may also provide handling instructions which the Supplier should comply with. If no handling instructions are provided by The Authority, the Supplier must assume the data to be at OFFICIAL and system, infrastructure and source code to be OFFICIAL – SENSITIVE with access to the OFFICIAL – SENSITIVE information on a need to know basis only.

Due to the role the Supplier is performing on behalf of The Authority, all documents handled will be classified OFFICIAL and in exceptional circumstances you may be handling OFFICIAL documents with more constrained distribution which are OFFICIAL documents with a SENSITIVE caveat applied and therefore labelled 'OFFICIAL-SENSITIVE' where the originator will state additional handling requirements. These will be items such as network diagrams, security incident reports etc. As such all documents that require additional controls must only be stored on approved and agreed networks or within the Public Service Network (PSN). Documents Protectively Marked under the previous classification of RESTRICTED will be handled at OFFICIAL unless otherwise stated.

In order to assist in interpreting the requirements that need to be met to handle information of the types indicated above, the Supplier shall comply with HMG security policy, including the Security Policy Framework; ISO27001:2013 and ISO27002:2013.

The majority of the IT security requirements for handling OFFICIAL data will be satisfied by the National Cyber Security Centre (formally CESG) guidance however, it is noted that, based on the risk assessment of the system or service, additional controls may be required to provide the required level of assurance, these additional controls will be documented by The Authority upon request.

Sites where The Authority's live data is processed must have physical security characteristics appropriate to the handling of OFFICIAL information. These must be in line with The Authority's policy on physical security baseline controls and based in the United Kingdom. The sites authorised to hold and handle OFFICIAL assets are:

- Supplier sites
- All Authority Sites

All personnel assigned to HMCTS must achieve security clearance to at least BPSS. Personnel who have access to HMCTS operational data must achieve Enhanced Check BPSS. Personnel who have access to certain sites indicated by The Authority must have Vetting and Barring checks (formerly CRB). Personnel who have uncontrolled access to, or administration privileges to ICT systems containing The Authority's information assets must achieve security clearance to HMG Security Check (SC). This includes all support and development staff with administrative privileges. Personnel who develop code on the Development and Test systems must achieve security clearance to at least BPSS before being assigned access to the code or systems and must, within a period of six months of their start date, achieve HMG Security Check (SC). Any Security Check (SC) applications that extend the six-month period shall be risk managed by the Supplier and HMCTS informed of any developments. Any developer who is not able to achieve HMG Security Check will have their access to the systems and data revoked.

All required security clearances must be achieved, and The Authority informed, prior to commencement of work on HMCTS systems by the individual unless otherwise agreed. Full details of security clearance requirements are available with the Authority vetting policy.

ICT systems used to produce, process or store any of the security aspects identified above must be subject to formal security accreditation by The Authority and must achieve formal Authority assurance prior to any OFFICIAL data being processed there. Where the Supplier require formal Assurance, a request must be made to The Authority to sponsor the assurance process and the Supplier provide the appropriate resource. Where cloud services are used, The Authority will assess the cloud service provider and any additional security controls provided with the solution development as part of the solution assurance process.

The Supplier shall agree a method for the secure exchange of information assets with The Authority via electronic means. This means all Authority or Authority related data that require privacy must stay within the approved systems. This will require data in transit encryption and data at rest encryption for all of the Authorities related data.

The Supplier shall utilise their NCSC (formally CESG) Certified Professional (CCP). Security resource in understanding HMG IA requirements, and where necessary should seek guidance from The Authority including the HMCTS SIRO and IAO.

The Authority reserves the right to issue a revised SAL should The Authority amend its business impact assessment, the protective marking of the data and system or the level of protection required,

The Authority consider HMCTS.NET, justice.gov.uk and CJSM email addresses to provide adequate security to receive data marked at OFFICIAL including documents marked as OFFICIAL – SENSITIVE. Should the Supplier wish, they may encrypt

attached documents and provide the Authority with the ability to decrypt the attachments.

You are requested to acknowledge receipt of this letter and your acceptance of its terms as incorporated into your contract and binding. You are also requested to confirm that the level of classification associated with the various aspects listed above have been brought to the attention of the personnel directly responsible for the security of the services provided to or in support of The Authority, that they are fully understood, and that the security and information assurance requirements set out in the contract schedules can and will be taken to safeguard the material concerned. You agree to provide a SAL in similar form to all subcontractors, obtain their acknowledgement and provide a copy to The Authority

Yours sincerely,

Balaji Anbil

Head of Digital Architecture and Cyber Security

Michael Hanley

Head of Information Assurance & Security/Deputy SIRO

ANNEX 10- Criteria that can be Applied to Withdrawn Financial Warrants of Arrest

1 Financial Arrest warrants other than a warrant issued for non-payment of a confiscation order, or a warrant of commitment. The Service Provider can apply any criteria and exercise one of the following options if payment in full cannot be obtained and the person is not a persistent defaulter.

Option one – If the defendant is employed, the Service Provider can obtain his/her employer details and a part payment and the Service Provider must apply to the court for the warrant to be withdrawn and an Attachment of Earnings Order to be made. (This information was not available to enforcement staff at the time the warrant was issued.)

Option two – If the defendant is on benefits, the Service Provider can obtain details of their benefits, NI number and a part payment. the Service Provider must apply to the court to withdraw the warrant and apply for an attachment of benefits order. (Details of the benefits will not have been available at the time the warrant was issued.)

Option three - If either of the above options are not appropriate (and time to pay has not been granted before the warrant stage), the Service Provider can apply to withdraw the warrant if the defendant has paid 50% of the balance and proposes an appropriate rate of payment to the court for the remaining balance.

It is not appropriate for the Service Provider to exercise the above principles on a regular basis with one defaulter therefore the following criteria applies:

Where the court withdraws the warrant and the **defendant defaults again, further default will result in payment in full or arrest. No further arrangements should be made by the Service Provider**

In all of these cases, the defendant must be informed that the warrant remains outstanding until the court withdraws that warrant.

2 Committal To Custody Overnight at Police Station Warrants
Currently there are no criteria to be applied.