



# HYNDBURN

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## ENFORCEMENT AGENT CODE OF CONDUCT

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October 2018

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## Introduction

- 1.1 This code of conduct explains the requirements placed upon any enforcement agency and its representatives, hereafter referred to as “the Agent”, contracted by Hyndburn Borough Council (“the Council”) for the purpose of assisting in the collection of Council Tax and National Non Domestic Rates due to the Council through the use of a range of enforcement means.
- 1.2 Responsibility for administering the code lies with the Council.
- 1.3 This code replaces all previous codes and working arrangements. Subsequent variations to the code that result from either legislative changes or improved working practices will be included in the document and recorded through a change control process.
- 1.4 Copies of this code must be freely available from the offices of both the Council and the Agent; it must also be available on the Council’s website, and offered readily to any person who requests it.

## General

- 2.1 At no point must the reputation of the Council be brought into question through the actions of any contracted Agent.
- 2.2 The Agent must comply at all times with the statutory provisions of
  - (a) The Council Tax (Administration and Enforcement) regulations 1992/613 (as amended),
  - (b) The Non Domestic Rating (Collection and Enforcement) (Local Lists) regulations 1989/1058 (as amended)
  - (c) The Taking Control of Goods Regulations 2013 and the Taking Control of Goods National Standards 2014
  - (d) the GDPR, the LED and any applicable national implementing Law as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy (iii) all applicable Law about the processing of personal data and privacy;
- 2.2.1 Any doubt over the interpretation of the law needs to be referred to the Council for reconsideration.
- 2.3 The geographic scope for enforcement is anywhere in England and Wales.
- 2.4 Enforcement Agents must not state or infer that the Council employs them; they are required to confirm they are acting on behalf of the Council. They must carry at all times full and proper photographic identification, issued and authorised by the agent, and produce this without being asked whenever attending a debtor’s property, and show it to any other person having reason to require it. Enforcement Agents must also carry a copy of the Council’s authorisation to the agent to act on behalf of the Council, and be instructed to produce the document if requested to do so by any person having reason to require it.

- 2.5 The Agent's employees will maintain an acceptable standard of dress consistent with the provision of a professional service. They must act in a lawful, dignified and courteous manner, being firm but fair at all times.
- 2.6 The Agent must not discriminate on any grounds including but not limited to those identified in the Equalities Act 2010 as protected characteristics. Enforcement Agents will be respectful of the religion and culture of others.
- 2.7 The Agent will ensure interpreter services are called upon whenever it is apparent the customer is unable to communicate in English or there are clear difficulties in understanding matters at issue.
- 2.8 Enforcement Agents must possess a detailed knowledge of the Law of Distress and revenue collection procedures. Enforcement Agents levying distress on behalf of the Council must hold a current and valid certificate issued by the County Court, and ensure it remains in date at all times.
- 2.9 The Agent must ensure that its recruitment, selection and training purposes are suitably robust to ensure its employees are wholly capable of delivering the contracted service to the standards required by the legislative and regulatory frameworks and the demands of this code of practice.

### **3. Caseload Administration**

- 3.1 The Council will forward caseload to the Agent usually in a secure electronic file format, if necessary secure hard copy referrals will be made. The level of information contained in the files will be as agreed between the Council and the Agent, and wherever possible instructions will be uploaded automatically into the Agent's computer systems.
- 3.2 Personal information transmitted between the Council and the Agent and vice versa is confidential. Data must be encrypted/password protected to ensure it cannot be obtained by an unauthorised source, and the use of all data must comply with the requirements of Data Protection Legislation.
- 3.3 Where either the Council or the Agent retains data on its computer system for access by either party, the data must be kept under secure conditions to prevent its access by an unauthorised source and be within the requirements of Data Protection Legislation
- 3.4 Caseload allocated to the Agent will consist either of accounts for processing as 14-day letter stage, or accounts where enforcement agent action is the required course of action. The Council will ensure caseload is clearly identified as to which enforcement route is required. Suitable checks must be undertaken to ensure the number and value of the cases exported balance when imported into the Agent's systems.
- 3.5 The 14-day caseload will require the Agent to issue pre-enforcement agent action warning notices, the content of which must have been agreed in advance with the Council, and administer all subsequent customer contact in response to the documents. Statistical information must be provided to the Council in respect of the caseload that includes detail on the number of phone calls and value of payments received.
- 3.6 Accounts the Agent administers through 14-day stage where full payment is not obtained may be progressed thereafter as enforcement agent cases without prior referral to the

Council. Enforcement agent only cases do not require the issue of a pre-enforcement agent action warning notice, as the Council will have undertaken this action.

- 3.7 Caseload allocated to the Agent must be uploaded and monitored via the Agent's client web, which must be kept up to date to ensure reliable data can be viewed at all times. The Agent will ensure the Council has constant access to its client web throughout office hours, and provide sufficient training to ensure the Council can interpret accurately the progress of its caseload at all times. Full and unambiguous notation needs to be available on the client web to document the administration of any case passed to the Agent.
- 3.8 The Council reserves the right to recall any case referred to the Agent. In such circumstances the Agent will cease its action immediately and enforcement agent fees will not normally be payable.

## **4. Visiting Standards**

- 4.1 Visits to domestic properties should take place during the hours specified in the between 08:00 and 20:00 on weekdays and between 08:00 and 20:00 on Saturdays. The Council will retain an option to permit Sunday visits on specified dates to be agreed with The Agent.
- 4.2 The hours of business of a commercial organisation like a nightclub may also warrant visits outside of the above stated hours. The Agent needs to be mindful that during extended visiting hours and weekends or Bank Holidays, the Council is unlikely to have officers available to assist with any enquiries.
- 4.3 Arrangements may be made between the Agent and the Council to vary or reduce visiting arrangements at certain seasonal times such as national and/or religious holidays and festivals.
- 4.4 A minimum of three visits must be made to make contact. The enforcement agent may revisit on the same day for the purposes of either levying distress or removing goods if there is good reason, based on investigations made, to believe the customer will be in during the subsequent visit.
- 4.5 Enforcement Agents will make themselves available by mobile phone during their working hours and have appropriate messages on voicemail to assist customers.
- 4.6 Accounts will progress to a compliance strategy that involves the issue of the statutory enforcement notice and two additional letters. The first additional letter may be issued the day after the expiration of the 14 day letter. The second additional letter may be issued up to ten days after the expiration of the 14 day letter. A first enforcement stage visit scheduled up to seven days following the issue of the second letter, a second visit up to seven days after the first visit and a third visit up to seven days following the second visit.
- 4.7 The Agent will agree the templates for standard documentation with the Council, and ensure that all notices and other documents left with, or sent to customers are on pre-printed stationery, unambiguous and clear in their content, comply with all relevant regulations, and meet plain English standards.
- 4.8 Reasonable checks need to be made to ensure that Enforcement Agents visit the correct address, and they must have access to accurate details concerning each customer's case. If

during their visit it is apparent to the enforcement agent that the customer has moved address, discreet enquiries need to be made with the current/new occupier to establish a forwarding address without revealing the nature of the visit to such third parties. The information gathered including details about the new occupier(s) need to be confirmed on the Agent's client web and referred to the Council without delay.

- 4.9 In the event of a visit resulting in no contact with the customer, notification must be left in a sealed envelope addressed to the customer marked private and confidential. The notification must confirm the enforcement agent's contact details, the date and exact time the visit was made and details of the balance outstanding including any fees incurred.
- 4.10 The enforcement agent should seek to establish the identity of all persons present, and must ensure that when discussing debts they are dealing with the customer and/or their agreed representative.
- 4.11 Entry must not be attempted if the only people at the property are understood to be under the age of eighteen. In such circumstances the procedure detailed at 4.10 above needs to be followed. Entry must be peaceful and Enforcement Agents must under no circumstances seek to gain physical access to a property by use of deception.
- 4.12 The customer's privacy is to be respected at all times. No conversations concerning a debt should occur in a public area, and wherever possible, customers should be interviewed in private unless they wish other persons to be present.
- 4.13 Enforcement Agents must maintain a calm and professional manner at all times, irrespective of whether they are subject to provocation in the course of fulfilling their duties. Physical confrontation must be avoided at all costs, and if the customer becomes violent or the enforcement agent fears for their personal safety they should seek to withdraw and report the incident to the police, their line manager and the Council.

## **5. Payment Arrangements & Payments Received**

- 5.1 The enforcement agent's initial contact with a debtor will be with the intention of levying distress and seeking immediate and full payment of the debt. Where this is unrealistic a payment arrangement should be established, which the Agent must monitor.
- 5.2 Arrangements must be confirmed in writing, and give a clear explanation of the total amount due, the repayment amounts and due dates, and the consequences of it not being maintained. The Agent has the discretion to issue a maximum of one payment arrangement reminder letter, which will require the arrangement to be brought up to date within five working days and maintained thereafter. At all stages of the distress process, apart from where the removal of goods has started, customers are to be encouraged to make a payment arrangement within the agreed guidelines as the Council would wish to avoid the removal of goods unless absolutely necessary.
- 5.3 The Agent is instructed to aim to clear all debts within the relevant financial year wherever appropriate. However this may be impractical dependent on when in a year a case is referred to the Enforcement Agent, what the amount outstanding is, and what the customer's circumstances are. Any account referred progressing to the compliance stage after the 1<sup>st</sup> February will be given a rolling three month period in order to clear in-year debt. For example, arrangements made in February can be agreed for three months from

February to April and arrangements made in March can include payments up to the end of May.

- 5.4 In arrears cases i.e. debt raised in a previous financial year, repayment periods of up to one year may be offered at the Agent's discretion, and arrangements exceeding this period must be referred to the Council for agreement.
- 5.5 Where a customer offers a payment arrangement that appears to be beyond their means, the enforcement agent has a responsibility to advise the customer accordingly.
- 5.6 As with Council Tax referrals, there is a similar need to collect Business Rates due within the year it is referred. For Business Rates the first visit may be an enforcement van call, and if full payment is not made at that time the preferred time frame is for payment within one month, with the possibility of allowing up to three months at the enforcement agent's discretion if the customer's circumstances merit such an extension.
- 5.7 In the event of the enforcement agent not receiving full payment on their first contact, which includes their statutory attendance fee, any payment arrangement ideally needs to be secured by a signed Walking Possession Agreement. The agreement must specify any goods on the premises, which could be removed, and the enforcement agent must make it clear to customers that no goods will be removed if payments are received in accordance with the arrangement.
- 5.8 Enforcement Agents should take reasonable steps to ensure that the value of the levy goods is proportional to the debt outstanding. Care must be taken to ensure the goods are not already subject to a levy by a third party. If the customer refuses to sign the agreement, this must be noted on the document. Payment arrangements may be made where it is possible there are insufficient goods to cover the debt as the levy may act as an incentive to the customer to ensure payment.
- 5.9 There may be occasions where no goods are available on which to levy such as where a property is rented fully furnished, or where a levy occurs in the customer's absence such as when a vehicle is parked on a drive or where the contact is with a spouse or parent.
- 5.10 The enforcement agent must seek to obtain employer details and financial circumstances when negotiating any payment arrangement, which will be shared with the Council. If it is established that the customer receives Income Support, Jobseekers Allowance, Pension Credit Guarantee (PCG) or Employment Support Allowance (ESA) or Universal Credit, the enforcement agent should their National Insurance Number and date of birth, and should make a payment arrangement equivalent to benefit deduction levels of 5% unless it is apparent there are good distrainable effects that would help discharge the debt quicker. In the event of the arrangement failing, or other appropriate circumstances such as exceptional hardship or exceptional vulnerability, the case should be returned to the Council.
- 5.11 If the customer works but their income is only equivalent to subsistence level state benefits, and the enforcement agent is shown evidence to this effect, an arrangement needs to be made that is equivalent to the deductions usually secured through attachments to these benefits, which is 5% of the benefit received.

- 5.12 If the enforcement agent considers the customer's circumstances are such that they may be eligible for some form of benefit but have not applied, the enforcement agent should advise the customer to apply.
- 5.13 There will be occasions when the Council will direct the Agent to accept an arrangement and require the Agent to monitor its payment thereafter.
- 5.14 Official, numbered company receipts must be given in all instances where payment is received in person by an enforcement agent. The receipt must state the date and the exact amount received the method of payment, and confirmation of any balance outstanding. The enforcement agent must advise the customer to keep all receipts in the event that they are required to verify payment.
- 5.15 Where the Agent receives payment by post, a receipt will only be required if the debtor provides a pre-paid self-addressed envelope for this purpose.
- 5.16 Postal payments received by the Agent prior to the start of an enforcement agent visit that clear a debt in full must be accepted by the Agent as final settlement without the additional enforcement agent fees being added.
- 5.17 Where the removal of goods is imminent the Council will not endorse payment by a non-guaranteed method like cheque; cash is the favoured option.
- 5.18 Any online payment functionality offered by the Agent must include the facility for customers to obtain a receipt for any payment made.
- 5.19 The scale of charges the Agent applies to payment by certain methods like debit or credit card will be agreed with the Council in advance of its application and displayed clearly to customers.
- 5.20 The Council will notify the Agent of payments made directly to the Council, ideally on a daily basis.
- 5.21 There may be occasions where the Council refers an additional liability order to the Agent, who has an existing arrangement with the customer. In such instances the Agent will visit to make the necessary levy. However it is at the Agent's discretion (dependent on the timing of the additional referral, how much the referral is for, and how much remains to be paid on the original case), as to whether a separate payment arrangement is set up for the new debt or if its payment is scheduled to begin when the existing one ends.
- 5.22 For Council Tax and Business Rates, if there are sufficient goods and the debtor refuses to make an arrangement, a notice of removal must be left confirming that if neither payment in full (including enforcement agent fees) nor an acceptable payment arrangement is made within five working days, the enforcement agent will revisit with the intention of removing goods from the sixth day onwards.
- 5.23 For Business Rates where the removal of goods may result in the business's closure, or job losses, the enforcement agent must contact the Council for guidance before action proceeds.

- 5.24 If the customer is unable to make a reasonable payment offer, or has insufficient goods or refuses legal access, the Agent will return the case to the Council with a full report of the circumstances duly certified “nulla bona” so further enforcement action may be considered.

## **6. The Removal and Sale of Goods**

- 6.1 The Agent may remove goods with a view to their sale if a suitable payment arrangement is neither made nor maintained with a customer who owns sufficient goods duly identified which, when sold, would discharge a minimum of 50% of one case and the related fees. No removal must be attempted unless there has been prior contact with the customer and all other legal requirements have been fulfilled.
- 6.2 The Agent must only remove goods in accordance with prescribed regulations and codes of practice however some items are exempt from distress as detailed in Schedule 1 to this code of conduct. The Agent must never knowingly remove any items which form part of an existing levy by a third party.
- 6.3 The Agent needs to notify the Council of any intended forced entry to any part of the premises for the purpose of removing goods where walking possession has been secured previously. If the action is agreed, a police officer must be advised of the intention to force entry, and the premises must be secured before departure.
- 6.4 The Agent may make the Council aware of its intention to remove goods if it considers such action to be prudent.
- 6.5 All goods removed need to be listed on an inventory that also details any obvious defects to the items, a copy of which must be left with the customer. Additionally the customer must be provided with written confirmation of the total balance outstanding, including enforcement agent fees, and notification of the intention to commence sale proceedings if payment in full is not received within a further five working days.
- 6.6 If the customer is not present, the authorised possession notice and associated documentation needs to be left in a prominent place within the premises for their attention in a sealed envelope marked private and confidential. Time and date-stamped photographs should be taken of the goods removed to indicate their condition and reduce the possibility of a subsequent claim for damages, where considered appropriate.
- 6.7 The Agent or contractors acting under their supervision must ensure that the removal, transportation and storage of goods occur with due care and attention; the items taken into possession must be covered by an adequate insurance policy.
- 6.8 Where a vehicle is seized a report must be completed detailing its condition prior to removal. Any third party used to remove the vehicle and the customer (if present) must countersign the report. If the customer is present and refuses to sign, the document should be noted to this effect.
- 6.9 The cost of transporting goods to the place of sale and the auction costs must be kept to a minimum. Reputable auction facilities must be used to ensure the sale is properly publicised with a view to encouraging as many potential buyers as possible to assist in securing the best price for the goods. A reserve should be placed on any goods of high value, which is defined as any single item with an estimated value of £500 or more for Council Tax and £1,000 or more for Business Rates.

- 6.10 A specialist sales room should be engaged for the sale of any particularly high value and specialised items like jewellery and antiques.
- 6.11 The Agent must advise the customer where the goods will be stored, which must be a reasonably accessible location, and the anticipated date and place of auction. The customer must be given an opportunity to redeem their goods by paying in full prior to the auction.
- 6.12 The Agent must provide the Council with confirmation of the amount realised through the auction.

## **7. Fees**

- 7.1 Fees must be levied in accordance with legislation.
- 7.2 Where “reasonable fees and expenses” apply, the Agent will agree the scale of charges with the Council, which the Council agrees to review annually.
- 7.3 The Council will inform the Agent of any instances where it is considered fees have been added incorrectly or inappropriately. In any such instance where the customer has paid such fees, the Agent will refund these without delay; unpaid fees will be written off.
- 7.4 Fees must not be added for a future action, although clear information about potential charges that may be incurred for subsequent late or non-payment should be included on documents.
- 7.5 All fees incurred must be clearly stated in a legible manner on documentation provided to customers, with no reference to phrases like “ring for balance”. There may be occasions like where the removal of goods occurs where it is initially impractical to be able to confirm the fees level. Any inappropriate application of fees or alteration or pre-printed stationery identified by the Council will be referred to the Agent, who will be expected to apply their disciplinary code to any of its staff identified as having been involved in such practices. Practices such as this may be considered by the Council to be in breach of this agreement and as such, no further referrals will be made and any agreements may be terminated.
- 7.6 Where the Agent administers more than one liability order for a customer, fees must be calculated on the aggregate balance of all, not individual, orders.
- 7.7 Enforcement/van charges must only be added once where goods are not removed unless removal has commenced and goods are returned due to payment.
- 7.8 Enforcement agent levy fees must be calculated on the amount outstanding at the time of the levy rather than the original amount referred.
- 7.9 Any percentage fees will be rounded to the nearest pound.

## **8. Warrants**

- 8.1 Following the issue of a committal summons and its subsequent approval by the magistrates, the Council will issue a contact letter to customers confirming that unless they pay in full or make an arrangement within seven days, bail warrant or warrant of arrest (no bail) enforcement will proceed.

- 8.2 Cases will be issued to the Agent thereafter, and action to execute the warrants must begin within a maximum of 28 days.
- 8.3 The Council will confirm to the Agent the dates, times and limit on numbers of persons that can attend Court as agreed with the Magistrates for scheduled committal hearings where “no bail” warrants can be executed; the Council will also confirm to the Agent the dates on which the Court have agreed to accept customers arrested under bail conditions.
- 8.4 When executing a bail warrant the Agent’s enforcement officer must, unless payment in full including fees is received, arrest and bail the customer to appear before the magistrates on a date agreed with both the Council and the Court. Payment may be by cash, cheque or debit/credit card and in the event of a cheque payment funds must have cleared by the surrender date.
- 8.5 When executing bail warrants the Agent’s enforcement officer must explain to the customer the reason for their arrest, full details of the charge outstanding, the type of warrant being executed, the time, date and place of the committal hearing the customer has been bailed to attend, and the consequences of non-attendance. Documentation must also be left with the customer that clearly confirms these details.
- 8.6 The Agent must notify the Council of the full details of the bail warrants executed no later than three working days before the hearing.
- 8.7 If the customer refuses to sign a bail warrant the Agent’s enforcement officer must return the warrant to the Authority, which will return to the Court and apply for a “no bail” warrant instead.
- 8.8 When executing “no bail” warrants the agent’s enforcement officer must, unless payment in full including fees is received, arrest and escort the customer to the Court, informing the Council without delay of their actions, who in turn will notify the Court that the customer is being brought in. Payment may be by cash or debit/credit card. In the event of card payment not being honoured further action may continue to execute the warrant.
- 8.9 When executing “no bail” warrants the Agent’s enforcement officer should, where possible, inform another member of the customer’s household that an arrest has been made.
- 8.10 The Agent shall wherever possible provide two enforcement officers to either execute or assist in the execution of a “no-bail” warrant.
- 8.11 “No bail” warrants must not be executed where it is apparent that such action would result in children being left unsupervised in a property.
- 8.12 Where it becomes apparent to the agent’s enforcement officer that the customer is in receipt of Income Support, Jobseekers Allowance, Pension Credit Guarantee, Employment Support Allowance or Universal Credit, the warrant does not need to be returned to the Council. The customer should still surrender to the warrant with a view to the Magistrates undertaking a full means enquiry, resolving to either remit/direct for attachment as appropriate.
- 8.13 The Agent must return bail and “no bail” warrants as soon as it is apparent that they are unenforceable, or within a maximum of six months, whichever is the soonest, unless the

Council gives approval to extend this time frame. It is recognised that access to Magistrates' Court time may require the six month time frame to be extended regularly. Cases need to be returned with a full report that details the actions undertaken.

## **9. The Council's Responsibilities**

- 9.1 The Council must notify the Agent of all payments received and other contacts with the debtor.
- 9.2 The Council has a responsibility to tell the debtor that if payment is not made within a specified period of time, action may be taken to enforce payment.
- 9.3 The Council must not request the suspension of a warrant or make direct payment arrangements with debtors without notifying the Agent.
- 9.4 The Council must not issue a warrant knowing that the debtor is not at the address, as a means of tracing the debtor at no cost.
- 9.5 The Council must provide a contact point at appropriate times to enable the Agent to make essential queries particularly where they have cause for concern.

## **10. Information**

- 10.1 All notices, correspondence and documentation issued by the Agent must be clear and unambiguous and to the satisfaction of the Council.
- 10.2 On returning any un-executed warrants, the Agent should report the outcome to the Council and provide further appropriate information, where this is requested.
- 10.3 The Agent should provide clear and prompt information to debtors and where appropriate, to the Council.

## **11. Disputes, Correspondence & Complaints**

- 11.1 In the event of the customer disputing aspects of their liability or payment history the Agent will contact the Council for clarification on the nature of the charge outstanding and payments received, and how to proceed.
- 11.2 The Agent will answer all correspondence from customers within 5 working days of it being received, wherever possible, supplying copies of such to the Council for its own records where considered appropriate.
- 11.3 The Agent will administer an internal complaints procedure, with which its representatives must be conversant, and provide a monthly statement that summarises the complaints it has administered in respect of the Council's customers, to include confirmation of the number of complaints that were or were not upheld.
- 11.4 The Council will investigate all complaints it receives relating to the actions of the Agent and its representatives, responding to the complainants in accordance with the Council's complaints procedure and informing the Agent of its findings.

- 11.5 The Agent will provide the Council with a copy of its complaints procedure, and advise the Council of any subsequent amendments to the process within five working days of their occurrence.
- 11.6 The Council and Agent will share appropriate documentation, in accordance with Data Protection Legislation, to enable either party to administer its complaints caseload efficiently and to respond to customers fully within ten working days.
- 11.7 The Agent should make use of the complaints and disciplinary procedures of professional organisations like the Association of Civil Enforcement Agencies or the Enforcement Services Association.
- 11.8 The Agent must make available to customers and stakeholders details of their complaints procedure on request and publicise it in accessible places like its website and offices.
- 11.9 Facilities should be in place to ensure the complaints procedure is available by means accessible to disadvantaged customers like those with visual impairment or whose first language is not English.

## **12. Vulnerable Customers**

- 12.1 Attempt should not be made to levy or remove goods from the following type of customers due to their vulnerability without prior reference to the Council:
- a) Any elderly persons over the age of seventy-five;
  - b) Any elderly persons under seventy-five where it is apparent they are frail, confused, ill or having difficulty in dealing with their affairs;
  - c) Any severely disabled persons;
  - d) Any person considered to being mentally impaired;
  - e) Any person considered to be impaired due to intoxication either through alcohol or drugs where the intoxication is severe enough that the person is not able to deal with their affairs;
  - f) Any household where there has been bereavement within the last two weeks;
  - g) Any customer (or their partner) who is in the last two months of pregnancy;
  - h) Any household with a new baby under the age of six weeks;
  - i) Any customer (or household member) who is suffering from long term or serious illness;
  - j) Any customer who is suffering from a terminal illness;
  - k) Any single parent of children under the age of twelve in receipt of a means tested benefit or who is experiencing financial hardship;
  - l) Any property where the English language is not spoken read or understood in the household and where interpretation services are not readily available;
  - m) Any customers living on any of the subsistence level benefits whose circumstances are such that it may be more appropriate for the Council to administer the debt by the application of an attachment;
  - n) Any other person or household where the enforcement agent considers there to be any other vulnerability. The enforcement agent will be expected to explain the nature of the vulnerability and their use of this discretion to the Council.

- 12.2 When the nature of a person or household's vulnerability is temporary, the agent will place a temporary hold on all enforcement action and will re-visit the account at a predetermined date. This must be communicated clearly with the customer.

## **Schedule 1 – Goods Exempt from Distress**

In the process of executing a Council Tax or National Non Domestic Rates distress warrant the enforcement agent must exercise caution, consulting with the Council for advice where there is doubt about removing certain goods. The enforcement agent will not levy on the following items:

- a) For Council Tax only, any tools, books, vehicles and other items of equipment necessary to the debtor for their personal use in the course of their trade, employment, profession or vocation. (Note – while a mini cab driver's vehicle is a tool of their trade, a car used for commuting purposes is not);
- b) Cooking and heating appliances where such items are not duplicated and where this would leave the customer and other household members with no means of preparing a hot meal and maintaining adequate heating within the premises;
- c) Refrigerators where such items are not duplicated and, where this would leave the customer and other household members with no means of keeping food cold;
- d) Food;
- e) Bedding or household linen that would leave the customer and other household members without the basics required for domestic life;
- f) Beds and chairs, where this would leave the premises without one bed and one chair for each occupant;
- g) Children's toys and items reasonably required for the welfare or upbringing of any dependent child who is a member of the household;
- h) Medical aids or medical equipment reasonably required for the use of any member of the household;
- i) Books or any articles reasonably required for the education or training of the customer or any member of their household not exceeding an aggregate value of £500;
- j) Articles required for safety reasons in the property;
- k) Items purchased through authorised loans and grants advanced from the Social Fund;

## Appendix 1 – Customer First Analysis

### 1. Purpose

- What are you trying to achieve with the policy / service / function?

This analysis covers the Council's Enforcement Agent Code of Conduct.

- Who defines and manages it?

The Head of Benefits, Revenues and Customer Contact.

- Who do you intend to benefit from it and how?

Taxpayers will have access to the Council's Enforcement Agent Code of Conduct which outlines what we expect from Enforcement Agents working on behalf of the Council. Residents of the borough all benefit from a robust and transparent collections policy as the collection and recovery of Council Tax and NNDR is essential to the funding of public services – the Enforcement Agent Code of Conduct is part of suite of policies concerning collection and recovery of Council Tax and NNDR.

- What could prevent people from getting the most out of the policy / service / function?

Lack of awareness of the policy – however, this policy is clear on what the Council expects from its Enforcement Agents, it is accessible, written in plain English and additional support or explanation of the policy is available.

- How will you get your customers involved in the analysis and how will you tell people about it?

Customers will be informed via normal communication methods and the policies will be available online as well as in hard copy.

### 2. Evidence

- How will you know if the policy delivers its intended outcome / benefits?

Adherence to the policy will be evident in the Enforcement Agent's practices – it is hoped that a clear and robust policy will support an increase in collection rates.

- How satisfied are your customers and how do you know?

In relation to these policies, it is not possible to say.

- What existing data do you have on the people that use the service and the wider population?

We hold all relevant data on our Council Tax and Business Rates customers as well as the wider population.

- What other information would it be useful to have? How could you get this?

None

- Are you breaking down data by equality groups where relevant (such as by gender, age, disability, ethnicity, sexual orientation, marital status, religion and belief, pregnancy and maternity)?

No – while we have diversity statistics on our population as a whole we are not able to cross-reference this with our Council Tax/NNDR base.

- Are you using partners, stakeholders, and councillors to get information and feedback?

As part of our ongoing management of the processes, yes.

### **3. Impact**

- Are some people benefiting more – or less - than others? If so, why might this be?

No.

### **4. Actions**

- If the evidence suggests that the policy / service / function benefits a particular group – or disadvantages another - is there a justifiable reason for this and if so, what is it?

n/a

- Is it discriminatory in any way?

No

- Is there a possible impact in relationships or perceptions between different parts of the community?

No.

- What measures can you put in place to reduce disadvantages?

n/a

- Do you need to consult further?

Not at this stage.

- Have you identified any potential improvements to customer service?

Formalising our practise will allow our Enforcement Agents to provide a consistent service which will benefit all customers.

- Who should you tell about the outcomes of this analysis?

This analysis will be made available alongside our Collection and Recovery Policies to inform residents.

- Have you built the actions into your Business Plan with a clear timescale?

n/a

- When will this assessment need to be repeated?

With any major changes to the collection and recovery policies in the future.

**Name: Rachael Walker**

**Service Area: Benefits, Revenues and Customer Contact**

**Dated: 10 October 2018**