



# **Service Level Agreement**

For

## **Bailiff Services**

**Council Tax and National Non Domestic  
Rates**

Between

**Rossendales Limited**

And

**North East Lincolnshire Council**

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## Section 1 – Definition and Scope

1.1 This is a Service Level Agreement (SLA) between North East Lincolnshire Council (Council) and Rossendales Limited (Rossendales) [the parties].

1.2 The SLA covers:

- The collection and enforcement of local taxation debts (Council Tax and if required National Non Domestic Rates (NNDR) secured by Liability Orders.
- If required, execution of arrest warrants (with and without bail)
- If required, the service of statutory demands including provision of affidavits as required.

## Section 2 – Purpose and Management

- 2.1 The purpose of the SLA is to maintain an efficient and professional framework of understanding of the responsibilities and expectations of both parties in respect of the work areas concerned.
- 2.2 Both parties will review the agreement not less than annually and make improvements and amendments where appropriate.
- 2.3 Amendments may be made at other times by agreement.
- 2.4 All amendments and changes will only be made after discussion and agreement between the parties.
- 2.5 Neither party will terminate the arrangement without giving a minimum of 2 months notice.
- 2.6 Liaison officers for this SLA will be the Revenues Recovery Manager (for COUNCIL); and the Customer Services Director or in his absence, the Business Development Executive (for Rossendales)
- 2.7The Monitoring Officers (for COUNCIL) will be:

Debt Type	Monitoring Officer

## Section 3 - The Agreement

- 3.1 Rossendales will ensure that they, their employees and bailiffs possess all necessary licences and certificates.
- 3.2 Rossendales (the company) will be members of the Civil Enforcement Association (CivEA), formerly the ESA / ACEA.
- 3.3 Rossendales, their employees and bailiffs will always conduct themselves and act on behalf of COUNCIL in a courteous and professional manner and will comply with and work within the law and all agreed procedures. In particular, Rossendales and their employees and bailiffs will be aware of and conform to:
  - a) this SLA
  - b) the COUNCIL Customer Care Policy [appendix (i)]
  - c) Rossendales Customer Care Policy
  - d) Rossendales Code of Conduct and Bailiff Protocol. Specifically, in signing this arrangement the contractor [Rossendales] hereby agrees to undertake to protect and preserve the human rights, in accordance with the Human Rights Act 1998, of service users that may be affected whilst carrying out the provisions of this contract.
- 3.4 Rossendales will ensure that all of their employees and bailiffs receive appropriate training to ensure that they have a proper understanding of the relevant legislation.
- 3.5 All bailiffs and employees of Rossendales will maintain an acceptable standard of dress when visiting debtors' premises and will conduct themselves in a professional manner.
- 3.6 All Rossendales bailiffs will carry with them identification (which will include a photograph and a telephone number for verification purposes), a copy of their authority to act on behalf of COUNCIL and a copy of their bailiffs certificate.
- 3.7 When dealing with a case Rossendales will ensure that they only speak to the debtor/s concerned. Care will be taken not to divulge the nature of the business to any other person. The absence of the debtor will not automatically prevent the action continuing but the situation will be properly considered before a decision is taken to proceed. Identification must always be shown at the start of the action and authority to act or the bailiff's certificate must be shown if asked for by anyone who has good reason.

- 3.8 Visits to a debtor's premises will be in keeping with the National Standards for Enforcement Agents which state that enforcement should take place at a reasonable time taking into account all the circumstances. The only permitted variation to this is when a business rate debt is being enforced at a trading address in which case action may be taken anytime during normal trading hours from Mondays to Saturdays. Agreement to operate outside all of these restrictions may occasionally be necessary on individual cases.
- 3.9 All Rossendales bailiffs and employees will exercise proper care at all times and will not place themselves at un-due risk. When necessary, assistance will be requested from the police. In such cases no action should be attempted until the police arrive.
- 3.10 The main aim of Rossendales involvement is to obtain full payment (or) to seize goods and possessions for (either) sale at auction (or) as a means of coercing full payment. Payment arrangements can be made with a debtor but this will not be the primary intention of bailiff involvement.
- 3.11 Rossendales will maintain a separate client bank account for all monies collected. Any unidentified payment will be held in a suspense account. Any relevant and proper information regarding these accounts will be provided within 5 working days of any request made by COUNCIL.
- 3.12 Rossendales will obtain and maintain adequate insurance cover against all risks and will provide proof of same annually (on renewal) to COUNCIL. Where a situation arises resulting in a settlement from this insurance cover, Rossendales will be fully liable [to COUNCIL] for any excess amount not covered by their insurance cover. Copies of current documents are attached as appendix (ii).
- 3.13 The Letter of Authority from COUNCIL is attached as appendix (iii), authorising Rossendales to act on their behalf which is conclusive. No further written authority will normally be required - for example, to seize or remove goods. The exception to this authority is where Rossendales become aware that the debtor's circumstances (or those of their partner or a dependant child living in the household) are such that further action may cause undue suffering or distress. In these cases they should take advice from (either) their own line management or COUNCIL. Examples of such circumstances are disability; long-term or serious illness; a recent bereavement; late term pregnancy; mentally disabled; fragility because of advanced age or disability; difficulty in understanding, speaking or reading English (this list is not conclusive and is intended to indicate the type of cases that this section applies to.) It is expected that COUNCIL will advise Rossendales of any known information regarding a debtor that falls within this area.

- 3.14 Rossendales will supply COUNCIL with copies of all forms and stationery used by them and will discuss any amendments with COUNCIL before introducing any changes. Such notices will be written in plain terms and will not be ambiguous or misleading. A full set of these is held at appendix (iv).
- 3.15 Both COUNCIL and Rossendales will nominate liaison officers who will be responsible for individual and bulk casework liaison. All staff in both organisations will be informed of the names of these liaison officers.
- 3.16 Liaison meetings will be held quarterly and will usually be held at the COUNCIL offices. The main purpose of these meetings is to consider service delivery matters – collections rates, turn-around times, any complaints and any other relevant business. Rossendales will be represented by (either) a Director and/or Business Development Executive and COUNCIL will be represented by the Revenues Recovery Manager and/or Senior Recovery Officer responsible for monitoring this agreement.
- 3.17 Rossendales will aim to fully resolve 80% of cases within 6 months of instruction and 100% within 9 months. Exceptional individual cases may be retained by Rossendales in excess of 9 months.

In this section 'fully resolve' means either obtain full payment or return the case to COUNCIL as No Trace, No Effects or similar.

- 3.18 The timescales stated above are essential to the efficient delivery of the services by Rossendales and to the collection rate and cash flow for COUNCIL. It is essential therefore that all Rossendales' staff and bailiffs are made aware of them. It is particularly important that the timescales are taken into account when payment arrangements are being discussed and agreed with a debtor.
- 3.19 Rossendales will make available to debtors a variety of payment methods intended to make payment as easy and as low-cost as possible. They will recover all reasonable charges in supplying this service providing these have been agreed with COUNCIL.
- 3.20 Before instructing Rossendales for any debt COUNCIL will ensure that any legally required warning notices have been properly issued and that legal timescales have been complied with.
- 3.21 COUNCIL will issue instructions to Rossendales regarding debts to be collected at specified intervals in an agreed format. These instructions will be sent by secure IT interface provided by Rossendales. *[see note at 3.25]*



- 3.22 Where possible COUNCIL will give warning advice at the time of instruction of any known potentially violent or aggressive person.
- 3.23 Instructions issued by COUNCIL may include special requirements on some cases and these will be clearly indicated at the time of instruction. Multiple debt cases will also be identified wherever possible.
- 3.24 For individual cases notification of amendment, request for hold action, or special instructions from COUNCIL will, in the first instance, normally be given by Client Web instruction or alternatively, by telephone, email or facsimile communication.
- 3.25 All referred debts exported electronically will be loaded to Rossendales case management system within 24 hours of receipt and a reconciliation report issued within 24 hours of the instructions being received.
- 3.26 COUNCIL will generally avoid withdrawing cases from Rossendales but will have discretion to do so in appropriate circumstances. Where any case has been withdrawn Rossendales will ensure no further action is taken by them and will return the case papers to COUNCIL within 3 working days. Rossendales will not ask for a contribution towards fees incurred when cases are closed by the Council in any circumstances other than :
- i. Where the debtor has paid the Council in full including costs (we will invoice as advised by the Council)
  - ii. Where we have collected a debt in full including costs from the debtor and the Council then ask us to refund the Council Tax / NNDR, we would be seeking to retain the costs we had collected (again as advised by the Council).
  - iii. Where we have advised the Council that a removal of goods may not realize enough funds to pay for third party costs such as third party vehicles, Auctioneers and storage costs, and the Council still instruct us to remove, against this advice, then we will expect the Council to guarantee payment of any removal expenses we incur that are not satisfied by the sale of the inadequate goods.
- 3.27 Debtors will be advised to make all payments direct to Rossendales. COUNCIL will exercise discretion to accept payments direct from debtors and, in such cases, will liaise with Rossendales to ensure that fees and charges are collected. Generally, direct payments will only be accepted by COUNCIL where full payment, including fees, is offered.
- 3.28 Before a payment is taken by COUNCIL the amount of fees will be debited to the debtors account. As soon as payment has cleared



- Rossendales will be informed and will then issue an invoice to COUNCIL for the fees.
- 3.29 All monies received by Rossendales will be regarded as cleared within 15 days from receipt. Cash and cleared payments will be remitted to COUNCIL at regular intervals as specified by the COUNCIL. These will be in an agreed format and with appropriate supporting information.
  - 3.30 Rossendales will issue invoices to COUNCIL at regular intervals for VAT due on fees and charges collected by them from debtors.
  - 3.31 Invoices issued by Rossendales will be paid within 30 days of the invoice date. (Any invoice under query will be notified to Rossendales and endorsed to that effect.)
  - 3.32 Accurate and complete records will be kept of all visits and contacts both by Rossendales' office staff and bailiffs.
  - 3.33 All fees charged will be (either) the statutory prescribed amount (or where not prescribed) the amounts at any given time agreed between COUNCIL and Rossendales. A schedule of all such fees is attached as appendix (v).
  - 3.34 Rossendales shall NOT implement a postal (only) service except with the agreement of COUNCIL.
  - 3.35 Rossendales aims to ensure first notice action commences not more than 5 working days after date of instruction. Follow-up action (all stages) will occur within 20 working days of previous action. A minimum of 1 working day is to elapse between first notice being issued and any subsequent chargeable action unless the bailiff has reason to believe that the debtor will be at the address later the same day.
  - 3.36 All action taken by Rossendales will be confirmed by written notice and these will normally be given to the debtors or left at the service address at the time the action is carried out. These notices will clearly state what the debt is for, what action has been taken, the current balance due including a full break-down of all fees and charges, how and when payment needs to be made and contact details for queries.
  - 3.37 Rossendales will ensure that all action taken, especially involving the incurring of further fees, is up-dated on their case management system in real time and as soon as practically possible. Where the information held is not up to date Rossendales will liaise directly with the bailiff and provide COUNCIL with the latest position as quickly as possible and, in all cases, within 1 working day.

- 3.38 Rossendales will keep full and accurate records of all events and action taken on cases. This is particularly important where any disagreement occurs. In exceptional incidents a written report will be prepared. Such a report will always be completed where any violence or damage to a vehicle occurs or where specific threats are made by a debtor.
- 3.39 Rossendales may enter into payment arrangements with debtors at their discretion after taking into account the time restraints for resolving cases. When negotiating arrangements Rossendales will establish whether the debtor is currently employed and, if so, record the name and address of the employer. They will consider the average net earnings and agree an appropriate amount. The rate of deductions for Attachment of Earnings (appendix vi) will be used as a guide. Arrangements may be weekly, fortnightly or four weekly based, where the debtor is paid weekly. Calendar monthly arrangements can be made where the debtor is paid monthly. When deciding the payment intervals consideration will be given to the method of payment to be used and the likely costs to the debtor. Wherever possible, no arrangement will be agreed without a walking possession agreement (WPA) being signed by the debtor. Where a WPA is made it will be clearly explained to the debtor both verbally and in writing that the listed items will be removed if the arrangement is not maintained.
- 3.40 COUNCIL may require Rossendales to operate a specified payment arrangement on any case.
- 3.41 Where a payment is taken on site a company receipt will always be issued. Where a payment is made by post a receipt will be issued if requested provided a SAE is supplied. All receipts will clearly show a reference number, how much has been paid, what it is in respect of, what balance remains outstanding and will provide contact details.
- 3.42 Where all possible action has been taken or considered and the debt and fees are not fully paid, Rossendales will remove goods for sale. The removal of goods will always be supervised by a Certificated bailiff, if required during the removal, additional support will be provided by another certified bailiff and/or removal/auctioneers staff. Goods protected from seizure will not be taken and items will (generally) be selected on the basis of highest potential return price. A full inventory of any goods taken will be issued at the time of seizure together with advice on what action needs to be taken to obtain re-possession of the items. Any seized goods will be covered by adequate insurance whilst in the possession of Rossendales or their agents/auctioneers.
- 3.43 Seized goods will be retained for a minimum of 5 working days and will then be sold at public auction 'at best'. All reasonable fees and expenses will be met from the sale proceeds before the balance is applied to bailiffs fees and charges and finally to the COUNCIL debt.

- 3.44 Certificates of insufficiency (Nulla Bona's/N.B's) will be issued for all cases where full settlement has not been obtained. If a payment arrangement has previously been entered into any information concerning the debtors employment must be included with the certificate. (NB's are not required for cases returned as absconded or cases withdrawn at request of COUNCIL.)
- 3.45 Unresolved cases (other than NB cases) will be returned to COUNCIL at monthly intervals and will include a report of all action taken, any information concerning the debtor's circumstances (especially employment details) and the reason for the case being returned. Where attachment to earnings is a more appropriate remedy Rossendales will undertake with COUNCIL's authority to set up and administer the attachment(s).
- 3.46 Where it is established that a debtor has moved out of the address, discreet enquiries will be made of the new occupier or close neighbours. Any information obtained will then be forwarded to COUNCIL together with the returned case report.
- 3.47 No case will be returned to COUNCIL unless a minimum of three visits have taken place, except where the first visit established that (either) the debtor is no longer at that address (or) there are insufficient goods to justify further action.
- 3.48 Rossendales will place a hold on all action when requested to do so by COUNCIL and ensure that no further action occurs until instructed. In all such cases a specific period of time will be agreed. It is the responsibility of COUNCIL to monitor cases and to inform Rossendales.
- 3.49 Complaints received from debtors will be handled courteously and promptly investigated. Complaints received by COUNCIL will (generally) be referred to Rossendales to be dealt with but may be dealt with by COUNCIL at their discretion. Until a complaint has been considered and responded to, a hold will be placed on all further action (unless agreed otherwise). All complaints will be responded to in writing within 10 working days with a full response sent to COUNCIL if this is requested. Copies of all correspondence will also be made available to COUNCIL via the Client Web. Where a full response cannot be issued within 10 days a holding response letter will be sent and intended outcomes explained.
- 3.50 Where a complaint is not resolved to the debtor's satisfaction they will be informed of their right to have the matter referred to the CivEA for further consideration. Alternatively, the matter may be considered further using the COUNCIL Complaints Procedure.

- 3.51 If a debtor commences proceedings against COUNCIL for irregular distress, unlawful distress or any similar matter, Rossendales will supply all necessary information within 5 working days of a request. They will also make available any necessary witness(es) to attend court.
- 3.52 In dealing with all cases both Rossendales and COUNCIL will recognise that debtors may wish to seek advice from a solicitor or the Citizens Advice Bureau (CAB). Both parties will co-operate with any such involvement and will provide all relevant information when requested. Both parties will ensure that the requirements of the Data Protection Act are complied with where another party becomes involved.
- 3.53 COUNCIL may request a case report on any number of debts and these will be supplied within 10 working days.
- 3.54 Rossendales will not disclose, exchange or benefit financially from data supplied by the Council. For the purposes of compliance, Rossendales are registered under the Data Protection Act 1998. Rossendales (the contractor), its employees, bailiffs and agents will not divulge to any third party, information which comes into their possession in the course of providing the Service.
- 3.55 Rossendales may disclose information to official bodies (e.g. police) for the purposes of the prevention and detection of crime and the apprehension and prosecution of offenders if a Rossendales Director considers that withholding such information would be likely to prejudice (that is, significantly harm) an ongoing investigation. When a data request extends to the disclosure of debtor information Rossendales will direct the request to the Client.
- 3.56 Rossendales will maintain the security, records and management information for the purposes of providing the Service. The Council are entitled to inspect storage facilities and information systems at any time to ensure compliance and security of personal data, as required under the Seventh Data Protection Principle Schedule 1 to the 1998 Act. For this purpose, Rossendales Information Security Management System (ISO 27001:2005) and Quality Management System (9001:2008) are accredited by BSI a UKAS accredited certification body.
- 3.57 Rossendales acknowledge that title to all Intellectual Property Rights created as a result of the supply or use of the Information or the performance or use of the Services or the performance of the Contract generally, shall vest wholly with the Council as the data supplier.

- 3.58 Rossendales understands and acknowledges the Council is subject to the requirements of the Freedom of Information Act 2000 and agrees to assist and co-operate with the Council to enable it to comply fully with its disclosure obligations including supplying requested information within 48 hours of being asked to do so by the Council.
- 3.59 Any Manager from North East Lincolnshire Councils Debt Management Team can accompany any Bailiff when he is dealing with the councils customers, for quality assessment purposes. Any member of staff from the Debt Management Team can accompany a Bailiff for training purposes.
- 4.0 Where there is evidence of inappropriate behaviour by any bailiff dealing with North East Lincolnshire Council customers, Manager(s) from the council's Debt Management Team will consider the action and report to the certifying court if it is deemed necessary to do so.
- 4.01 Where there is evidence of unlawful behaviour by any bailiff dealing with North East Lincolnshire Council customers, Manager(s) from the council's Debt Management Team will report this to the certifying court.



## Section 4 – Appendices

- (i) COUNCIL Customer Care Policy.
- (ii) Rossendales Insurance Cover.
- (iii) COUNCIL letter of instruction
- (iv) Rossendales – Standard Letters and Notices.
- (v) Schedule of statutory fees and agreed charges.
- (vi) Schedule of deductions for Attachment of Earnings.



## **North East Lincolnshire Council Customer Care Policy.**

**Please see overleaf copy of North East Lincolnshire Council's Corporate  
Customer Services Standards Booklet.**

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## **Introduction**

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North East Lincolnshire Council has adopted Customer Service Standards for communication. This guide summarises the key standards and protocols that you are required to adhere to, and should be used as a quick reference guide.

The quality standards and performance targets set out in this guide are the minimum expected, and cover face to face contact, telephone call handling, voice mail, email and fax and are to be applied consistently across all areas of the council.

The standards apply to communications with colleagues as well as members of the public.

## Face to Face

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### **Always wear your ID badge**

- ID badge should be worn visibly on left shoulder or chain.

### **Greet all customers on arrival.**

- Make eye contact and welcome the customer with a smile and a positive opening greeting.
- Always be courteous, professional and polite.
- Be vigilant. Check that all customers are being attended to.

### **Listen carefully to the customer and show that you are interested.**

- Be helpful and aim, wherever possible, to resolve the customer's enquiry at the first point of contact.
- Make notes if necessary.
- If the resolution to a customer's query involves a customer standard/business rule, you should inform the customer (e.g. your new bin will be delivered within 'x' days, or I'll have someone visit you within 'y' days, or I'll have the street light repaired within 'z' days etc).
- If you have to tell the customer something they would rather not hear, explain fully the reasoning behind that decision.



## Face to Face

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- Keep the customer informed. Agree frequency of updates.
- If you promise something, do it. Don't make promises you can't keep.

### **Take responsibility for queries and requests to avoid passing customers around the council.**

- If you can't provide the answer, tell the customer you will find out and when they can expect to hear from you. Be specific. If appropriate, give them a choice of waiting while you find out or take their details and contact them when you have further information.
- Use the customer's name during your conversation.
- If the customer wishes to make a complaint, suggestion or compliment, enter the details onto the corporate feedback form. Give the leaflet "Complaints? Suggestions? Compliments?" to the customer for their reference. You should always be prepared to help a customer who wishes to use it.
- If it is unavoidable and if a customer has to visit another building check that it is the right place and that the person they wish to see is available, before sending them on their way.



## On the Phone

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In order to achieve a consistent corporate standard the following minimum set up arrangements are required for each telephone extension (except where Group Hunt facilities are in operation). All of the standards below are applicable to both internal and external calls.

### **Answer your telephone within 21 seconds.**

- On answering your telephone, the standard response should be:  
*Welcome to North East Lincolnshire Council. This is (your first name) How can I help you?"*
- Where appropriate ask the customer for their details (name and address etc).
- Give your full attention to the customer for the duration of the telephone call and remain professional at all times.
- When you are not the correct person to deal with the query give the caller the choice of:
  - being connected
  - having the right person return the call, or
  - leave a message for you to pass on.



## On the Phone

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- Give the direct dial number for future reference.
- If a call is to be connected to someone else, do not connect the caller until you have checked that your colleague is there and able to help.
- If a call is to be returned, assure the caller that someone will ring them back. Try to fix a convenient time for the caller to receive the return call.
- If you need to transfer a call make sure the person you are transferring the call to is aware that you are transferring the call and let them know who is on the line.

There will be times when you are not able to answer a call because you are not in the office.

**Programme your phone to automatically divert to another extension when unanswered.**

You should ensure that your telephone is set up so that the call automatically diverts to another extension after a certain number of rings.

## On the Phone

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The maximum acceptable standard for this diversion is 6 rings (equivalent to 20 seconds). If you know that you are to be out of the office for a lengthy period of time, for example at meetings, holidays, courses, conferences etc you should set up your phone so that it automatically diverts immediately to another extension.

**Programme your phone to transfer immediately to another extension when engaged.**

There will be occasions when you receive a call whilst you are already taking another call. You should ensure that your telephone is set up so that it automatically transfers the call to another extension.



## On the Phone Touchdown Space

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**You can access your extension number at a Touchdown Space if your extension is set up as an IP phone.**

If you want to work smart and use Touchdown Space you will need to access your personal extension number. To arrange this contact the ICT Helpdesk and request that:

1. Your phone is allocated **Extension Mobility**

This 'unlocks' your current personal extension number and allows you to log onto any Extension Mobility handset, and receive and make calls using your personal extension number. All Touchdown spaces will be equipped with Extension Mobility handsets.

You will need to log onto your desk phone when working from your desk and out again when you leave.

2. That a **default divert** is programmed

Calls to your phone automatically divert to an alternative extension number, mobile, or voicemail at times when your extension number is not logged onto a handset. i.e. when you are out on site, travelling or in a meeting.

## **On the Phone Touchdown Space**

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Only use voicemail if you cannot arrange for your calls to be answered on your behalf by a colleague. (See guidelines page 7)

### **When using touchdown space**

On arrival

- Log onto the IP phone
- Remove any active divert

On exit

- Log out of the phone

If you do not log out when you leave a Touchdown space calls will continue to be directed to that handset. This will seriously impact on your personal call handling performance information.



## **On the Phone Voicemail**

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### **Voicemail should only be used as a last resort.**

If you are in the office you should not use voicemail to avoid answering the phone. Customers should speak directly to a member of staff.

### **If you know that you will be out of the office you should in the first instance transfer your calls to another member of staff.**

Only where this is not possible should you activate your voicemail facility. If you have voicemail you should:

- Check your voice mailbox for messages at least twice per day, or as soon as you return to your desk or by remote access.
- Respond to your messages as soon as possible. Customers expect you to deal with their query promptly. When you have listened to the message, you should aim to respond to the call immediately. However, if this is not possible, a same day response or within 24 hours of taking the message is acceptable. If you are unable to give a full answer within this timescale you should respond quickly to acknowledge the message, ask for further details if necessary, and inform the caller when you will be able to respond fully.



## On the Phone Voicemail

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**Use the following message when you are unavailable for short periods.** E.g. when you are on the phone or at a meeting:

*"Hello, it's <date>, and you have reached the voicemail box for <name> at North East Lincolnshire Council. I'm unavailable at the moment. Please leave your name, phone number and a short message, and I will call you back as soon as I can, or if you need to speak to a colleague please dial <name and phone number>."*

**Use the following message when you are not expected to be able to answer the voice mail messages on the day that they are received.** E.g. when you are out on site, at external meetings or on holiday etc:

*"Hello, it's <date>, and you have reached the voice mailbox for <name> at North East Lincolnshire Council. I'm out of the office until <date>. Please leave your name, phone number and a short message, and I will call you back as soon as I can, or if you need to speak to a colleague please dial <name and phone number>."*



## **On the Phone Voicemail**

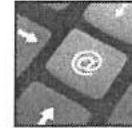
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**If you are absent due to illness your manager will make arrangements to transfer your calls to another extension.**

Used responsibly, voicemail should be of benefit to our customers and staff. If misused it could result in a poor service and damage the image of the Council. It is your responsibility to operate voicemail in accordance with this protocol. For further details on how voicemail works and the facilities available, contact the IT Helpdesk.

## By Email

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### **Respond to your external emails within 24 hours.**

If this cannot be achieved send an acknowledgement immediately indicating when a full reply will be available. A substantive reply should always be sent within 10 working days.

Bear in mind when replying to internal e-mails, the information you provide may be required to respond to an external e-mail. Try to respond as quickly as possible, and keep the recipient informed of any delay.

### **When completing an e-mail you should sign off as a minimum with your name, post title, and an appropriate telephone number.**

### **Ensure that someone else has read access to your e-mail in case you are absent.**

This is particularly important for unplanned periods of absence (e.g. sickness).



## By Email

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### **Set your 'Out of Office Assistant' on Microsoft Outlook.**

This will automatically reply to any messages sent to you, with a pre-prescribed message. The following message is to be used when you expect to be unable to respond to e-mails for more than one day.

*"Please note I'm out of the office until <date of return>. If it is urgent, please contact <name(s) of colleague(s) and their e-mail address and/or telephone number>. Otherwise I'll get back to you when I return."*

### **Security**

Be careful with all files attached to e-mail messages, especially from people/businesses that you do not know – even the simplest files could harbour a virus. Always save to file before opening an attachment.

## In Writing

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All written correspondence, including Fax, will be dealt with under the following standards:

**At the start of written communication use a name rather than "Dear Sir/Madam"**

**Use Plain English wherever possible.**

Further information is available from the website [www.plainenglish.co.uk](http://www.plainenglish.co.uk).

**The last paragraph should always state, "If you need further help please contact me".** Include reference to the Council's complaints procedure if necessary.

**Provide an appropriate method of response**

In cases where a customer has either sight impairment, language or learning difficulty an appropriate method of response should be provided, for example a Braille translation, language translation or appropriate advice taken on other methods to aid written communication.



## In Writing

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**Send a full reply to written correspondence within 10 working days.**

If more than 10 working days are required, send an acknowledgement within 2 working days of the receipt of the letter. Indicate when a full reply will be available. Send a substantive reply within 15 working days.



## **General Guidelines**

### **Complaints, Suggestions & Compliments**

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**Be aware of the Complaints Suggestions and Compliments procedure, and understand the broad terms of its operation.**

Aim to resolve all concerns raised by customers immediately and informally before the matter becomes the subject of a formal complaint; however customers must not be deterred from making a formal complaint if they so wish.

If informal resolution is not successful, tell the customer that they can make a formal complaint, and how to do so. You must help the customer make the complaint if the customer so wishes.

Encourage customers to make suggestions / compliments to improve services.

**Feedback leaflets must be available at all customer access points.**

**Inform customers of what action will be taken as a result of any suggestion made.**



## **General Guidelines**

### **Translation & Interpretation**

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**The Interpretation and Translation Services folder with its multi-lingual help sheets should be used to help direct customers with limited or no English.**

Identify and address any special needs with sensitivity, tact and diplomacy. Where a customer has limited or no English, use the Interpretation and Translation Services folder with its multi-lingual help sheets to help direct the customer to a resource that can assist them.

## **General Guidelines Customers with Disabilities**

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### **Treat disabled people as you would treat any other person.**

- Do not assume that an offer of assistance will automatically be welcome. Wait until your offer is accepted.
- Don't assume you know the best way of helping.
- Listen to any instructions you are given.
- Do not ignore a disabled person by talking to them through a companion.
- Relax and speak normally, in the same way you would when talking to anyone else.
- Be prepared to sit down or crouch to speak with a person in a wheelchair.
- Even when it is their companion you wish to speak to, take up a position so that the customer with the disability, who may be unable to turn, can also join in the conversation and does not feel left out.
- A wheelchair is part of the body space of the person using it. Do not lean on it. However, do not be afraid to make physical contact with a disabled person in the same way as you would with anyone else, e.g. offering a handshake.



## **General Guidelines Customers with Disabilities**

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### **A loop system should be available for customers with a hearing impairment**

- Offer to provide information for visually impaired customers in large print, Braille or audiotape.
- Customers who are deaf but sign should always be offered signing interpreters.
- A customer with a sight impairment, who needs to be directed elsewhere in the building, should be escorted to that place.

## **General Guidelines Safety**

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**You represent the Council and must adopt a positive attitude towards members of the public.**

**Treat customers professionally and courteously at all times.**

The Local Government Association has endorsed a protocol for use by local authorities. The standards set out below reflect this. The standards are aimed at home visits, but where appropriate can be used when visiting business premises.

**Where possible, previously notify appointments for visiting someone at home.**

**Physically hand your identification card to the householder and declare your name and that you are from North East Lincolnshire Council.**

**Request that the householder compares your face with the photograph on the card.** Explain that you will not enter until the householder does so.



## **General Guidelines Safety**

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**Carry a larger identification card for examination by persons with sight difficulties.**

This card will bear print of at least size/font 14 and enlarged photograph.

**Explain that the householder can check your identification by telephoning the Council, and that they can arrange for attendance of a third party e.g. friend, if they wish.**

**Always be happy to return at a later pre-arranged date/time if the householder requests.**

**If you cannot make the appointment for any reason, cancel, giving as much notice as possible, and make alternative arrangements.**

**Always leave details of your appointments with a colleague.**

In cases where you are off work unexpectedly, this will enable a colleague to contact the customer, apologise and make further arrangements.

## **General Guidelines Safety**

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**Give a contact number to the customer, in case they need to cancel or alter the appointment**

**Ensure that you have a mobile phone and that a colleague has details of where you are visiting and what time you expect to return.**

- If you visit a number of places/customers and are expected to be out for any length of time, make arrangements with someone in the office to contact at agreed intervals.



## **General Guidelines Difficult Customers**

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### **Stay calm and remain polite.**

Take care when customers are angry, aggressive or "awkward".  
Invite the customer to sit down and discuss the matter with you.

- Use the customer's name in a respectful manner.
- Listen very carefully to what the customer has to say and don't interrupt.
- Try to empathise with the customer's problem.
- Don't argue.
- Ask permission to make notes. This helps to control the information flow.
- Be sure of the facts and be assertive in explaining them, but never blame or criticise the customer.

### **If we have made a mistake, apologise and find out whether we can put things right.**

- Say "I apologise for xyz". Be specific about what you are apologising for.
- Avoid using phrases, which may annoy the customer e.g. it's not my job, it's a computer fault etc.
- Use calming phrases without being patronising - e.g. I can, I understand, I will, etc.



## **General Guidelines**

### **Difficult Customers**

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- If you are dealing with a customer who you feel is using abusive language, you should politely ask him/her to refrain from using abusive language as it hinders progress. If they continue you should again ask for the behaviour to stop and inform the customer that if it persists you will have to end the interview and reschedule for a later date. If the customer continues to be abusive you should politely inform the customer that you are ending the conversation. You should report the incident immediately to your manager. This procedure should be followed for both face to face or telephone contact. If you are unable to handle any situation seek help from your manager.



## General Guidelines Performance Management

Key Performance Indicator		Target (Apr 06 - Mar 07)
<b>Telephone</b>		
Average Waiting Time	To include both handled calls and abandoned calls: measured from the point the call enters the call handling system, until call is either answered, or abandoned.	21 secs
% Abandoned Rate	Measured from the point calls enter the call handling system.	5%
<b>Face to Face</b>		
Waiting Time	General Enquiries Waiting time only to be measured - time from entering council building until commencing discussion with staff to resolve query	99% of customers seen within 30 minutes
	Express Enquiries Total time waiting plus total time spent on enquiry through to resolution not to exceed 15 minutes.	Customer seen and dealt with within an average of 7 minutes
Opening Times	Minimum opening hours for points accessed by members of the public	Open between 0830 and 1730
<b>Written</b>		
Response Time	A full response is sent to written correspondence	Within 10 working days
	If more than 10 working days are required an acknowledgement should be sent	Within 2 working days
	A substantive reply should follow the acknowledgement	Within 15 working days
<b>Email</b>		
Response Time	Respond to external emails	Within 24 hours

## **Rossendales insurance cover notes**

Under the Freedom of Information Act 2000, Section 43 - Commercial Interests.

This information cannot be provided

## **North East Lincolnshire Council letter of Instruction**

**Please see overleaf North East Lincolnshire Council's letter of instruction to Rossendales Limited.**




Rossendales Limited  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
Lancashire  
BB4 4NB

19<sup>th</sup> January 2012

Dear Sirs,

**AUTHORITY TO DISTRAIN**

Pursuant to the Local Authorities (Contracting Out of Tax Billing, Collection and Enforcement Functions) Order 1996, I hereby authorise Messrs. Rossendales Limited of Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire, BB4 4NB, to act on behalf of North East Lincolnshire Council to levy distraint against goods and chattels of defendants in respect of Liability Orders granted against them for the non-payment of Non Domestic Rates and Council Tax.

Signed:   
Head of Income and Payments  
North East Lincolnshire Council

## **Rossendales – standard letters and forms**

**Under the Freedom of Information Act 2000, Section 43 - Commercial Interests.**

**This information cannot be provided**

## **Schedule of statutory and agreed fees and charges**

**Please see overleaf statutory fees and Charges for Collection of Council Tax and Non Domestic Rates.**



**SCHEDULE 5. THE COUNCIL TAX (ADMINISTRATION & ENFORCEMENT) REGULATIONS 1992 AS AMENDED BY THE COUNCIL TAX (ADMINISTRATION & ENFORCEMENT) (AMENDMENT) (NO. 2) REGULATIONS 1993, THE COUNCIL TAX (ADMINISTRATION & ENFORCEMENT) (AMENDMENT) REGULATIONS 1998, THE COUNCIL TAX (ADMINISTRATION & ENFORCEMENT) (AMENDMENT) (NO.2) (ENGLAND) REGULATIONS 2003, THE COUNCIL TAX & NON-DOMESTIC RATING (AMENDMENT) (ENGLAND) REGULATIONS 2006 & THE COUNCIL TAX & NON-DOMESTIC RATING (AMENDMENT) (ENGLAND) REGULATIONS 2007**

**CHARGES CONNECTED WITH DISTRESS**

1. The sum in respect of charges connected with the distress which may be aggregated under regulation 45 (2) shall be set out in the following Table
 

A	For making a visit to premises with a view to levying distress (where no levy is made)-	
	(i) where the visit is the first or only such visit:	£24.50
	(ii) where the visit is the second such visit:	£18.00
B	For levying distress:	The lesser of- (i) the amount of the costs and fees reasonably incurred; and (ii) the relevant amount calculated under paragraph 2(1) with respect to the levy.
C	For one attendance with a vehicle with a view to removal of goods (where following the levy, goods are not removed);	Reasonable costs and fees incurred.
D	For the removal and storage of goods for the purposes of sale;	Reasonable costs and fees incurred.
E	For the possession of goods as described in paragraph 2(2) -	
	(i) for close possession (the man in possession to provide his own board);	£15.00 per day.
	(ii) for walking possession;	£12.00
F	For appraisal of an item distrained, at the request in writing of the debtor;	Reasonable fees and expenses of the broker appraising.
G	For other expenses of, and commission on, a sale by auction -	
	(i) where the sale is held on the auctioneer's premises:	The auctioneer's commission fee and out-of-pocket expenses (but not exceeding in aggregate 15 per cent. of the sum realised), together with reasonable costs and fees incurred in respect of advertising. The auctioneer's commission fee (but not exceeding 7.5 per cent. of the sum realised), together with the auctioneer's out-of-pocket expenses and reasonable costs and fees incurred in respect of advertising.
	(ii) where the sale is held on the debtor's premises:	(i) £24.50, or (ii) the actual costs incurred, to a maximum of 5 per cent of the amount in respect of which the liability order was made, whichever is the greater.
H	Where no sale takes place by reason of payment or tender in the circumstances referred to in regulation 45(4);	
2. (1) In head B of the Table in paragraph 1, "the relevant amount" with respect to a levy means-
  - (a) where the sum due at the time of the levy does not exceed £100, £24.50;
  - (b) where the sum due at the time of the levy exceeds £100, 24.5 per cent. on the first £100 of the sum due, 4 per cent. on the next £400; 2.5 per cent. on the next £1,500, 1 per cent. on the next £8,000 and 0.25 per cent. on any additional sum;
 and the sum due at any time for these purposes means so much of the amount in respect of which the liability order concerned was made as is outstanding at the time.
  - (2) An authority takes close or walking possession of goods for the purposes of head E of the Table in paragraph 1 if it takes such possession in pursuance of an agreement -
    - (a) to which the debtor is a signatory;
    - (b) which is made at the time that the distress is levied; and
    - (c) (without prejudice to such other terms as may be agreed) which is expressed to the effect that, in consideration of the authority not immediately removing the goods distrained upon from the premises occupied by the debtor and delaying its sale of the goods, the authority may remove and sell the goods after a later specified date if the debtor has not by then paid the amount distrained for (including charges under this Schedule), and an authority takes close possession of goods on any day for those purposes if during the greater part of the day a person is left on the premises in physical possession of the goods on behalf of the authority under such an agreement.
- 2a. No charge shall be payable under head F of the Table to paragraph 1 in respect of the appraisal of an item unless the debtor has been advised of the charge, and the manner of its calculation, before the appraisal is made.
3. (1) Where the calculation under this Schedule of a percentage of a sum results in an amount containing a fraction of a pound, that fraction shall be reckoned as a whole pound.
  - (2) In the case of dispute as to any charge under this Schedule (other than a charge of a prescribed amount), the debtor or the authority may apply to the district judge of the county court for the district in which the distress is or is intended to be levied for the amount of the charge to be taxed.
  - (3) On any such application, the district judge may give such directions as to the costs of the taxation as he thinks fit; and any such costs directed to be paid by the debtor to the charging authority shall be added to the sum which may be aggregated under regulation 45(2).
  - (4) References in the Table in paragraph 1 to costs, fees and expenses include references to amounts payable by way of value added tax with respect to the supply of goods or services to which the costs, fees and expenses relate.

**Regulation 45**

1. Where a liability order has been made, the authority which applied for the order may, subject to Regulation 45A, levy the appropriate amount by distress and sale of the goods of the debtor against whom the order was made.

- 1a. Without prejudice to paragraph (8) below, no person making a distress shall seize any goods of the debtor of any of the following descriptions-
  - (a) such tools, books, vehicles and other items of equipment as are necessary to the debtor for use personally by him in his employment, business or vocation;
  - (b) such clothing, bedding, furniture, household equipment and provisions as are necessary for satisfying the basic domestic needs of the debtor and his family.
2. The appropriate amount for the purposes of paragraph (1) is the aggregate of-
  - (a) an amount equal to any outstanding sum which is or forms part of the amount in respect of which the liability order was made, and
  - (b) a sum determined in accordance with Schedule 5 in respect of charges connected with the distress.
3. If, before any goods are seized, the appropriate amount (including charges arising up to the time of the payment or tender) is paid or tendered to the authority, the authority shall accept the amount and the levy shall not be proceeded with.
4. Where an authority has seized goods of the debtor in pursuance of the distress, but before the sale of those goods the appropriate amount (including charges arising up to the time of the payment or tender) is paid or tendered to the authority, the authority shall accept the amount, the sale shall not be proceeded with and the goods shall be made available for collection by the debtor.
5. The person levying distress on behalf of an authority shall carry with him the written authorisation of the authority, which he shall show to the debtor if so requested; and he shall hand to the debtor or leave at the premises where the distress is levied a copy of this regulation and Schedule 5 and a memorandum setting out the appropriate amount, and shall hand to the debtor a copy of any close or walking possession agreement entered into.
6. A distress may be made anywhere in England and Wales.
- 6a. No distress under this regulation may be made other than by a person who is authorised to act as a bailiff by a general certificate granted under section 7 of the Law of Distress Amendment Act 1868.
7. A distress shall not be deemed unlawful on account of any defect or want of form in the liability order, and no person making a distress shall be deemed a trespasser on that account; and no person making a distress shall be deemed a trespasser from the beginning on account of any subsequent irregularity in making the distress; but a person sustaining special damage by reason of the subsequent irregularity may recover full satisfaction for the special damage (and no more) by proceedings in trespass or otherwise.
8. The provisions of this regulation shall not affect the operation of any enactment which protects goods of any class from distress.
9. Nothing in the Distress (Costs) Act 1817, as extended by the Distress (Costs) Act 1827, (which makes provision as to the costs and expenses of the levying of certain distresses) shall apply to a distress under this regulation.

**Regulation 45A - Information preliminary to distress**

- (1) No distress shall be made under these regulations unless, no less than 14 days before a visit in connection with the distress is first made to the premises where it is to be levied, the authority have sent to the debtor written notice of the matters specified in paragraph (2) below.
- (2) The matters are:
  - (a) the fact that a liability order has been made against the debtor;
  - (b) the amount in respect of which the liability order was made and, where this is a different amount, the amount which remains outstanding;
  - (c) a warning that unless the amount specified has been paid before the expiry of 14 days beginning on the date of the sending of the notice, distress may be levied;
  - (d) notice that if distress is levied further costs will be incurred by the debtor;
  - (e) the fees prescribed in Schedule 5 to these Regulations;
  - (f) the address and telephone number at which the debtor can communicate with the authority.



**SCHEDULE 3. THE NON-DOMESTIC RATING (COLLECTION AND ENFORCEMENT) (LOCAL LISTS) REGULATIONS 1989, THE NON-DOMESTIC RATING (COLLECTION & ENFORCEMENT) (AMENDMENT & MISCELLANEOUS PROVISION) REGULATIONS 1993, THE NON-DOMESTIC RATING (COLLECTION & ENFORCEMENT) (LOCAL LISTS) (AMENDMENT) REGULATIONS 1999, THE NON-DOMESTIC RATING (COLLECTION AND ENFORCEMENT) (LOCAL LISTS) (AMENDMENT) (ENGLAND) REGULATIONS 2003, THE COUNCIL TAX & NON-DOMESTIC RATING (AMENDMENT) (ENGLAND) REGULATIONS 2006 & THE COUNCIL TAX & NON-DOMESTIC RATING (AMENDMENT) (ENGLAND) REGULATIONS 2007**

**CHARGES CONNECTED WITH DISTRESS**

1. The sum in respect of charges connected with the distress which may be aggregated under regulation 14 (2) shall be set out in the following Table
 

<p>A For making a visit to premises with a view to levying distress (where no levy is made):</p> <p style="margin-left: 20px;">(i) where the visit is the first or only such visit:</p> <p style="margin-left: 20px;">(ii) where the visit is the second such visit:</p> <p>B For levying distress:</p> <p>C For one attendance with a vehicle with a view to removal of goods (where following the levy, goods are not removed):</p> <p>D For the removal and storage of goods for the purposes of sale:</p> <p>E For the possession of goods as described in paragraph 2(2) -</p> <p style="margin-left: 20px;">(i) for close possession (the man in possession to provide his own board);</p> <p style="margin-left: 20px;">(ii) for walking possession:</p> <p>F For appraisal of an item distrained, at the request in writing of the debtor:</p> <p>G For other expenses of, and commission on, a sale by auction -</p> <p style="margin-left: 20px;">(i) where the sale is held on the auctioneer's premises:</p> <p style="margin-left: 40px;">(ii) where the sale is held on the debtor's premises:</p> <p>H Where no sale takes place by reason of payment or tender in the circumstances referred to in regulation 14(4):</p>	<p align="right">£24.50</p> <p align="right">£18.00</p> <p>The lesser of-</p> <p style="margin-left: 20px;">(i) the amount of the costs and fees reasonably incurred; and</p> <p style="margin-left: 20px;">(ii) the relevant amount calculated under paragraph 2(1) with respect to the levy.</p> <p>Reasonable costs and fees incurred.</p> <p>Reasonable costs and fees incurred.</p> <p>£15.00 per day.</p> <p>£12.00</p> <p>Reasonable fees and expenses of the broker appraising.</p> <p>The auctioneer's commission fee and out-of-pocket expenses (but not exceeding in aggregate 15 per cent. of the sum realised), together with reasonable costs and fees incurred in respect of advertising.</p> <p>The auctioneer's commission fee (but not exceeding 7.5 per cent. of the sum realised), together with the auctioneer's out-of-pocket expenses and reasonable costs and fees incurred in respect of advertising.</p> <p>(i) £24.50, or</p> <p>(ii) the actual costs incurred, to a maximum of 5 per cent of the amount in respect of which the liability order was made, whichever is the greater.</p>
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2. (1) In head B of the Table in paragraph 1, "the relevant amount" with respect to a levy means-
  - (a) where the sum due at the time of the levy does not exceed £100, £24.50;
  - (b) where the sum due at the time of the levy exceeds £100, 24.5 per cent. on the first £100 of the sum due, 4 per cent. on the next £400; 2.5 per cent. on the next £1,500, 1 per cent. on the next £8,000 and 0.25 per cent. on any additional sum;

and the sum due at any time for these purposes means so much of the amount in respect of which the liability order concerned was made as is outstanding at the time.

(2) An authority takes close or walking possession of goods for the purposes of head E of the Table in paragraph 1 if it takes such possession in pursuance of an agreement -

  - (a) to which the debtor is a signatory;
  - (b) which is made at the time that the distress is levied; and
  - (c) (without prejudice to such other terms as may be agreed) which is expressed to the effect that, in consideration of the authority not immediately removing the goods distrained upon from the premises occupied by the debtor and delaying its sale of the goods, the authority may remove and sell the goods after a later specified date if the debtor has not by then paid the amount distrained for (including charges under this Schedule), and an authority takes close possession of goods on any day for those purposes if during the greater part of the day a person is left on the premises in physical possession of the goods on behalf of the authority under such an agreement.

2a. No charge shall be payable under head F of the Table to paragraph 1 in respect of the appraisal of an item unless the debtor has been advised of the charge, and the manner of its calculation, before the appraisal is made.

3. (1) Where the calculation under this Schedule of a percentage of a sum results in an amount containing a fraction of a pound, that fraction shall be reckoned as a whole pound.

(2) In the case of dispute as to any charge under this Schedule (other than a charge of a prescribed amount), the debtor or the authority may apply to the district judge of the county court for the district in which the distress is or is intended to be levied for the amount of the charge to be taxed.

(3) On any such application, the district judge may give such directions as to the costs of the taxation as he thinks fit; and any such costs directed to be paid by the debtor to the charging authority shall be added to the sum which may be aggregated under regulation 14(2).

(4) References in the Table in paragraph 1 to costs, fees and expenses include references to amounts payable by way of value added tax with respect to the supply of goods or services to which the costs, fees and expenses relate.

**Regulation 14**

1. Where a liability order has been made, the authority which applied for the order may levy the appropriate amount by distress and sale of the goods of the debtor against whom the order was made.
  - 1a. Without prejudice to paragraph (8) below, no person making a distress shall seize any goods of the debtor of any of the following description- such clothing, bedding, furniture, household equipment and provisions as are necessary for satisfying the basic domestic needs of the debtor and his family.
2. The appropriate amount for the purposes of paragraph (1) is the aggregate of-
  - (a) an amount equal to any outstanding sum which is or forms part of the amount in respect of which the liability order was made, and
  - (b) a sum determined in accordance with Schedule 3 in respect of charges connected with the distress.
3. If, before any goods are seized, the appropriate amount (including charges arising up to the time of the payment or tender) is paid or tendered to the authority, the authority shall accept the amount and the levy shall not be proceeded with.
4. Where an authority has seized goods of the debtor in pursuance of the distress, but before the sale of those goods the appropriate amount (including charges arising up to the time of the payment or tender) is paid or tendered to the authority, the authority shall accept the amount, the sale shall not be proceeded with and the goods shall be made available for collection by the debtor.
5. The person levying distress on behalf of an authority shall carry with him the written authorisation of the authority, which he shall show to the debtor if so requested; and he shall hand to the debtor or leave at the premises where the distress is levied a copy of this regulation and Schedule 3 and a memorandum setting out the appropriate amount, and shall hand to the debtor a copy of any close or walking possession agreement entered into.
6. A distress may be made anywhere in England and Wales.
  - 6a. No distress under this regulation may be made other than by a person who is authorised to act as a bailiff by a general certificate granted under section 7 of the Law of Distress Amendment Act 1888.
7. A distress shall not be deemed unlawful on account of any defect or want of form in the liability order, and no person making a distress shall be deemed a trespasser on that account; and no person making a distress shall be deemed a trespasser from the beginning on account of any subsequent irregularity in making the distress; but a person sustaining special damage by reason of the subsequent irregularity may recover full satisfaction for the special damage (and no more) by proceedings in trespass or otherwise.
8. The provisions of this regulation shall not affect the operation of any enactment which protects goods of any class from distress.
9. Nothing in the Distress (Costs) Act 1817, as extended by the Distress (Costs) Act 1827, (which makes provision as to the costs and expenses of the levying of certain distresses) shall apply to a distress under this regulation.

## **Schedule of deductions for Attachment of Earnings**

Please see overleaf the schedule of attachment of earnings.

**Please read there are amendments to deduction amounts from 1<sup>st</sup> April 2007**

### North East Lincolnshire Council

## Attachment of Earnings Orders - Guidance Notes for Employers/Employees.

### **What is an Attachment of Earnings Order?**

Where there is non-payment of Council Tax the local authority can apply to a Magistrates' court for a Liability Order against the defaulter. If a court grants a Liability Order an authority has a number of options for recovering the outstanding amount. One of these is an Attachment of Earnings Order. The Order itself is in a form prescribed in regulations. It contains the name of the debtor, his payroll number (if known) and the local authority reference. It confirms that the named person is liable to a Council Tax and specifies the amount of charge that has to be paid. Deductions in line with the Order should be made as soon as possible.

### **What Duties Does this Order Place on an Employer?**

The Order is a legal document and places certain duties on an employer. A summary of these legal duties are below.

An employer could be liable for a fine if he:

- a. fails to comply with the Order unless he can prove all reasonable steps were taken to comply ;
- b. fails to give all required notifications relating to the Council Tax Attachment of Earnings Order.
- c. in giving notification makes a statement which he knows to be false in a material particular or recklessly make a statement which is false in a material particular.

### **What Duties are placed on the Debtor?**

A debtor must tell the authority which made the CTAOE if he changes employment. This should be done within 14 days of the change of employment. In notifying such a change the debtor must give details of his current employment details.

SCHEDULE 4

Regulation 38

### DEDUCTIONS TO BE MADE UNDER AN ATTACHMENT OF EARNINGS ORDER

Raised after 1<sup>st</sup> April 2007

<u>WEEKLY EARNINGS (NET)</u>	<u>Deduction %</u>	<u>MONTHLY EARNINGS (NET)</u>	
<u>Deduction %</u>			
Not exceeding £75	0	Not exceeding £300	0
Exceeding £75 but not exceeding £135	3	Exceeding £300 but not exceeding £550	3
Exceeding £135 but not exceeding £185	5	Exceeding £550 but not exceeding £740	5
Exceeding £185 but not exceeding £225	7	Exceeding £740 but not exceeding £900	7
Exceeding £225 but not exceeding £355	12	Exceeding £900 but not exceeding £1,420	12
Exceeding £355 but not exceeding £505	17	Exceeding £1,420 but not exceeding £2,020	17
Exceeding £505	17% in respect of the first £505 and 50% in respect of the remainder	Exceeding £2,020	17% in respect of the first £2,020 and 50% in respect of the remainder.

<u>DAILY EARNINGS</u>	<u>DEDUCTION %</u>	<u>DAILY EARNINGS</u>	<u>DEDUCTION %</u>
Not exceeding £11	0	Exceeding £33 but not exceeding £52	12
Exceeding £11 but not exceeding £20	3	Exceeding £52 but not exceeding £72	17
Exceeding £20 but not exceeding £27	5	Exceeding £72 - 17% in respect of the first £72	
Exceeding £27 but not exceeding £33	7		and 50 in respect of the remainder

**These figures are only for Attachment of Earnings Orders made on or After 1<sup>st</sup> April 2007.**

**An employer is entitled to deduct an additional £1 per deduction to cover administration costs.**

Should you require any further clarification on any matter relating to an Attachment of Earnings Order please contact a member of the Council's Debt Recovery Section on 01472 323763.

Please turn over for payment instructions.



## Section 5 – Signatures of Agreement

Signed:   
(On behalf of North East Lincolnshire)

Name: Joanne Robinson

Position: Head of Income & Payments

Date: 19/1/12

Signed:   
(On behalf of Rossendales Limited)

Name: Dave Chapman

Position: Customer Services Director

Date: 20/01/2012

## Section 6 – Circulation

Copies of this Service Level Agreement are held by:

**Rossendales Limited**

Client Services  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
Lancashire  
BB4 4NB

Telephone: 0844 701 3980

Facsimile: 0844 701 3982

[www.rossendales.com/rossendales/index.php/contact-us](http://www.rossendales.com/rossendales/index.php/contact-us)

North East Lincolnshire Council  
Civic Offices  
Knoll Street  
Cleethorpes  
DN35 8LN

Telephone: 01472 323763

Facsimile: 01472 323746

Copies are available, on request, from either or Rossendales  
(contact details as shown above)