

**Terms and Conditions Service level agreement**

**between**

**Enforcement Bailiffs Ltd**

**And**

**Pevensey & Cuckmere Water Level  
Management Board**

**for**

**The Provision of Enforcement of Liability  
Orders using a schedule 12 procedure under the  
Tribunals courts and Enforcement Act 2007**

## 1. Overview

This agreement sets out the nature of the services to be performed which will be undertaken in accordance with the methods agreed between Enforcement Bailiffs Ltd (the “Company”) and **Pevensey & Cuckmere Water Level Management Board** (the “Client”), as set out in this document.

- 1.1 The term of the agreement shall be for 12 months with an option to extend exercisable at the discretion of the Drainage Board on a Bi annual basis.
- 1.2 There is/is no obligation on the Drainage Board to grant the Company exclusive rights in connection with the work identified within this specification. Nor does the Drainage Board warrant or guarantee the quantity of the work. The Drainage Board will endeavour to indicate as to the volume and value of instructions to be issued to the Company and will endeavour to provide an even flow of work throughout the term of this agreement.
- 1.3 Instructions may be issued by disc, by electronic mail, In extreme cases of emergency, oral instructions will be accepted and confirmed in writing. In the event that any instructions are inadequate, defective or unclear it is the responsibility of the Company to ensure sufficiency before acting and the responsibility of the Drainage Board to help provide such.
- 1.4 At all times the Company will undertake the services in accordance with:
  - 1.4.1 Good professional practice.
  - 1.4.2 Compliance with Court Rules and Practice Directions
  - 1.4.3 Compliance with relevant Statutes, Regulations and Orders.
  - 1.4.4 Standards set out within this agreement.
  - 1.4.5 The Race Relations Act.
  - 1.4.6 The Human Rights Act and its protocols.
- 1.5 In signing this agreement the Company and the Drainage Board accepts (other than in circumstances beyond it’s control) its failure to achieve any of the quality standards set down in this agreement is a fundamental breach of this agreement.
- 1.6 The Company shall at all times be registered under the Data Protection Act 1998 and conform to all requirements of the Act.

- 1.7 The Company may/may not sell or exchange any information relating to the identity of a debtor or any member of the debtor's household without the express approval of the supervising officer.

## **2. Volumes**

- 2.1 As the Drainage Board sees fit, instructions for collection will be forwarded on a regular basis. The volume of which cannot be guaranteed.

## **3. Action**

### Debt Recovery

- 3.1 First letter to be sent to the debtor within five days of the receipt of instructions to recover a debt. Utilise, letter, telephone and doorstep recovery thereafter.
- 3.2 Complete the collection of debt or return the case within three months if possible or when it is necessary in the opinion of the Company extend this period to six months at its discretion.
- 3.3 Where it is considered that a period of over six months is required to repay the debt, the case should be referred to the Supervising Officer at the Drainage Board.
- 3.4 Where a debtor has left the address given use reasonable endeavours to establish the new address and pursue the case accordingly.
- 3.5 Return all "Gone Away No Trace" cases immediately they are identified, together with a brief report on the case setting out the action taken with relevant dates.

### 3.6 Enforcement Action

- 3.7 For cases where there is a liability order in place obtained by the Drainage Board a copy of the liability order and any history will be passed to the company.
- 3.8 In accordance with schedule 12 of the Tribunals courts and Enforcement Act 2007 a Notice of Enforcement will to be sent to the debtor within five days of the receipt of instructions to recover a debt small volume instructions will be dealt with within 1 working day of instruction.
- 3.9 After the expiry of the notice of enforcement (approximately 14days from date of postage) the case will be allocated to a bailiff the next working day.

- 3.10 The bailiff will make the first visit within 7 days of his allocation
- 3.11 In the case of no contact each case will have a minimum of three visits at varying times between 06.00 and 21.00 before the case is returned to the Drainage Board.
- 3.12 Complete the Enforcement of a case or return the case within three months if possible or when it is necessary in the opinion of the Company extend this period to six months at its discretion.
- 3.13 Where it is considered that a period of over six months is required to repay the debt, the case should be referred to the Supervising Officer at the Drainage Board.
- 3.14 Where a debtor has left the address given use reasonable endeavours to establish the new address and pursue the case accordingly.
- 3.15 Return all “Gone Away No Trace” cases immediately they are identified, together with a brief report on the case setting out the action taken with relevant dates
- 3.16 Where it is deemed that the debtor has no goods or is insolvent

#### **4. Information Technology**

- 4.1 The Company will provide a link to their computer system to allow the Drainage Board access where necessary to view any records.

#### **5. Finance**

- 5.1 The Company will be entitled to retain all statutory fees collected from the debtor. The Drainage Board will have no liability to pay these fees on the debtor’s behalf. The Vat at the current rate on the statutory fees recovered will be paid to the company by the Drainage Board upon receipt of an appropriate invoice or certainly within 7 days.
- 5.2 The Company shall not charge the debtor any other fees than the fees set out under the act
- 5.3 For sundry debt recovery, the Drainage Board will pay a commission to the Company of 10% of all revenue recovered, including payments made direct to the Drainage Board once the instructions have been issued. A return fee of £2.50 will be charged per case for all debt recovery cases.
- 5.4 All monies recovered will be held prior to remittance within a client account.

- 5.5 All cleared funds recovered will be paid over to the Drainage Board on a weekly basis.

## **6. Complaints**

- 6.1 The Drainage Board will advise the Company of any complaint made against the Company, giving details of that complaint. The Company will then produce a report within ten days to enable the Drainage Board to reply to the complaint.
- 6.2 The Company will operate a formal complaints procedure and answer all complaints received. The Drainage Boards hall have sight of the procedure and the details of any complaint, as requested.

## **7. Disputes**

- 7.1 Any dispute made by a debtor will be recorded by the Company and the debtor will be directed to the Drainage Board

## **8. Consultation/Liaison**

- 8.1 Ongoing day-to-day liaison will be made by telephone and email contact between the offices of the Company and the Drainage Board.
- 8.2 A Client Liaison Officer will call in to the Drainage Board offices, if absolutely necessary, to discuss any contentious matters that may arise relating to the agreement.

## **9. Code of Practice**

- 9.1 The Company shall at all times comply with the Drainage Boards code of practice, if appropriate.
- 9.2 The Company will maintain and adhered to its own code of practice at all times.

## **10. Duration of this Agreement**

- 10.1 The initial agreement will be for a period of 12 months with an option to extend the agreement on a biannual basis.
- 10.2 There will be a notice period of six weeks on either side if the agreement is to be terminated.
- 10.3 If there is gross misconduct of such a nature that cannot be rectified by either party the agreement may be cancelled forthwith.

- 10.4 The Drainage Board shall be entitled to terminate this agreement forthwith if the Company shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having or forborne to do any action in relation to the obtaining or execution of this agreement or in relation to this agreement with the Drainage Board the Company or any person employed by it shall have committed an offence under the Prevention of Corruption Acts 1880-1916 or shall have given a fee or reward the receipt of which is an offence under sub-section 2 of section 117 of the Local Government Act 1972.
- 10.5 The Drainage Board may terminate this agreement and from the date of service of a notice in this respect if:
- 10.5.1 The Company passes a resolution or a Court makes an order that the Company be wound up otherwise than for the purposes of reconstruction or amalgamation or a receiver manager or administrator on behalf of a creditor is appointed or the Company is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or it suffers taking control of its goods or any similar event occurs, or
  - 10.5.2 The Company is in breach of any of the terms of this agreement, which it is required to perform and the breach is not capable of being remedied, or
  - 10.5.3 The Company is in breach of any of the terms of this agreement, which it is required to perform and that breach is capable of being remedied but the Company has failed to so remedy that breach within twenty-one days of a written notice to the Company setting out the default and requiring its remedy, or
  - 10.5.4 It discovers that a material misrepresentation has been made by the Company before the execution of this agreement or during its subsistence.
  - 10.5.5 The Company has a Director of it convicted of dishonesty in relation to the operation of this agreement.

## **11. Data Protection**

- 11.1 All data, information and documents which the Drainage Board may have imparted and may from time to time impart to the Company relating to the Drainage Boards business requirements or otherwise is proprietary and confidential shall be used by the Company solely for the purposes of this agreement and that it shall not at any time during or any time after this agreement disclose the same whether directly or indirectly to any third party without the Drainage Boards prior written consent.

- 11.2 The Drainage Board shall warrant to the Company that it shall treat as confidential all information obtained from the Company and shall not disclose the same to any third party without the prior written consent of the Company.
- 11.3 Nothing within this clause 9 shall apply to information that is in the Public Domain or which is trivial or obvious or which was rightfully in the possession of such party prior to the commencement of this agreement or which is required to be disclosed under any Court Order.

## **12. Additional Information**

- 12.1 Any notice required to be served under this agreement shall be in writing and shall be given or made by personal delivery or recorded delivery post and shall be addressed in the case of a notice to the Drainage Board to the Chief Executive, and in the case of a notice to the Company to its Directors at the addresses stated herein.
- 12.2 The Company will maintain Public Liability Insurance in the sum of at least £5,000, 0000 for any one occurrence together with Professional Indemnity Insurance cover for the sum of £250.000 for any one claim. Policies shall be made available by the Company upon request by the Drainage Board.
- 12.3 This agreement is personal to the Company and it shall not assign, novate or sub-contract or otherwise dispose of the same or any part thereof.
- 12.4 This agreement shall be considered as a contract made in England and shall be governed by English Law.

## **13 . Force Majeure**

Neither party shall be liable or deemed to be in breach of contract by virtue of delay or failing to perform any of their obligations in relation to the services for reasons that fall beyond their control. Without prejudice, the following shall be regarded as causes beyond the parties' control, thus constituting a force majeure:

- Acts of God, explosions, floods, tempests, fires or accidents;
- War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind taken by any government department, parliamentary body or local authority;
- Acts of terrorism;
- Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Client or of a third party);
- Difficulties in obtaining raw materials, labour, fuel, part or machinery;
- Power failure or breakdown in machinery, including web servers, computers, laptops or any other pieces of electronic equipment.

Signed on behalf of PEVENSEY + CUCKMERÉ WLMVB (the Drainage Board)

P. J. GAMMILLÉ

Dated \_\_\_\_\_

P. Gammille (authorised signatory)

Signed on behalf of **Enforcement Bailiffs Ltd 78 York Street, London W1H 1DP**

Andy Coates Director

Dated 19/07/17

A. Coates

(authorised signatory)