



## Code of Conduct for Bailiff Services

**Sefton MBC**  
**Code of Conduct for Bailiff Services**

**Updated August 2013**

## Appendix A

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### **1. INTRODUCTION**

The main objective for a Bailiff, together with the Council's Revenues Section is to provide an effective and efficient enforcement service in the collection of local taxation.

This code has been drawn up in an endeavour to achieve the very best practice in the conduct that is expected of our Bailiffs.

This document sets out Sefton Metropolitan Borough Council's operating requirements for Bailiff Services.

Failure to comply with the requirements of this code of conduct and the relevant Legislation may result in the Council terminating with the services of the firm of Bailiffs.

All Bailiff Company employees must be appropriately trained in and informed of the contents of this code of conduct, and must also be capable of acting at all times within the bounds of any relevant Legislation.

### **2. CORE REQUIREMENTS**

#### Conduct of Visits

Bailiffs must at all times maintain the highest standards of professional and business ethics, integrity and practice. They must carry out their duties in a calm, dignified, and polite manner, and shall do nothing to prejudice the reputation and integrity of the Council. The Bailiff shall at all times act in a way to minimise embarrassment, inconvenience and distress to the debtor and/or his/her family.

Bailiffs must be presentable in their manner and dress, and act with discretion and fairness. Bailiffs must not drink alcohol whilst working on behalf of the Council. If a Bailiff experiences verbal abuse they must not respond, they are expected to remain calm and objective at all times.

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Only a Bailiff properly vetted and trained and under the control of a Bailiff, who is certificated by the County Court, may levy distress in respect of liability orders/judgements on behalf of Sefton Council. The Contracted Bailiff Company must at all times consist of at least 2 partners or directors who are members of the Enforcement Services Association (ESA).

The Bailiff must at all times carry on his/her person an identity card containing a photograph and contact telephone number, which should be produced to the debtor. The Bailiff must at all times make clear to the debtor the purpose of his/her visit and the fact that he/she is acting on instructions of the Council but is not directly employed by the Council. The Bailiff must adhere to the following standards:

- The Bailiff must comply with ESA standards, code of conduct and complaints together with National Standards for Enforcement Agents dated 2012.
- Be smartly dressed and look presentable at all times.
- Not discriminate on the grounds of age, colour, creed, disability, gender, race, religion or sexual orientation.
- Speak politely at all times and not act in an aggressive or intimidating manner towards others and not swear or use bad language in front of a debtor or his/her family.
- Respect confidentiality when third parties are present
- Not conduct enquiries by involving children under the age of 16, or the elderly/infirm.
- Not generate alarm with persons that are interviewed.
- Not call at premises after 9pm without prior permission from the Council.
- Not smoke in front of or whilst on the premises of the debtor.
- Not take photographic or voice recorded evidence without notifying the debtor and obtaining approval, save for inanimate objects (vehicles or other goods being distrained).

The Bailiffs firm must hold professional indemnity insurance to cover the acts and omissions of its employees, contractors and agents. The Bailiff firm shall satisfy the

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Council upon request that such insurance is in force and up-to-date at all times, and shall produce a valid policy if so demanded.

Upon receipt of an instruction to levy distress, the Bailiff should ensure that a visit is made to the debtor within a period of 7 days from receipt of the instruction. If contact is made, the Bailiff should attempt wherever possible to ascertain the debtor's employer's name and address/income support payment office and national insurance number (if applicable). If it is ascertained that the debtor is no longer resident, the Bailiff should make the appropriate local discreet enquiries to ascertain the date of leaving and the new address and then refer back to the Council with either the relevant information or to the effect that no further information is available. If the debtor has moved the Bailiff must refer back to the Council with the relevant information. On certain occasions the Council will require the Bailiff to prioritise certain cases, and the Bailiff will be expected to respond promptly.

In cases where an initial visit is made during normal working hours and because the debtor was not in, another visit is made on the same day, the second visit should not incur the statutory charge unless it is made after 6.00pm. or it is known that the debtor will return at an earlier time.

The Bailiff must at all times carry the written authorisation of Sefton Council, to be shown to the debtor on request, and must hand to the debtor or leave on the premises the relevant documentation as required by the Legislation. Any walking possession agreement must be signed by the debtor at the time that the distress is levied, only after its meaning has been explained to the debtor.

The debtor is required to receive a copy of the inventory of the levy of goods, a copy of the walking possession agreement together with a schedule of all fees associated with a levy of goods, walking possession or close possession agreement...

If contact is made with the debtor, the Bailiff should attempt to recover the amount due as quickly as possible, **taking into consideration the circumstances of the debtor**. Wherever possible, if payment is not made in full at the time of the first visit, the debtor should be given the opportunity to enter into a walking possession

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agreement or instalment payment arrangement. Arrangements for payment of the total amount due can be agreed at the Bailiff's discretion and such arrangements should not exceed a 6-month period. The 6 month period starting as from the date the Liability Order was issued to the Bailiff firm. If the payment arrangement offered by the debtor will exceed 6 months, and the Bailiff considers it inappropriate to remove goods for sale, the Bailiff should refer back to the Council before agreeing to a payment arrangement exceeding 6 months.

The Bailiff should at all times use his/her professional judgement to refer back to the Council if he/she considers that, due to the personal circumstances of the debtor, it is considered inappropriate to proceed to levy distress. In particular, the Bailiff must refer back to the Council before continuing action if the debtor: -

- a) Appears to be over 70 years of age;
- b) Appears to be severely physically or mentally ill, severely disabled or suffering from mental confusion;
- c) Has young children **and** severe social deprivation is evident;
- d) Is disputing liability or claims to have paid or has applied for benefit or discount or is entitled to a reduction and it has not been granted;
- e) Is heavily pregnant or the spouse of the debtor is heavily pregnant;
- f) Is in mourning due to recent bereavement;
- g) Is having difficulty communicating due to profound deafness, blindness or language difficulties;
- h) Is unemployed and in receipt of Income Support/JSA payments from the DWP, and details are obtained of the debtor's National Insurance number and the address of the office from where benefit is claimed.
- i) Is employed and details of the employer's name and address are obtained;
- j) Long-term sickness or serious illness – this includes terminal illness and other illnesses that affect the person's ability to pay or deal with their own affairs.
- k) Is consulting his or her Councillor or Member of Parliament;
- l) Any other category defined by the Council.

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The Bailiff must use his/her professional judgement in all cases but in some of the circumstances detailed above, the Bailiff may consider it appropriate to refer back **after** the initial levy of walking possession. If items (h), (i) or (k) above applies, whilst the Council should be advised, recovery action should take its normal course unless otherwise instructed.

### **3. Conflict of interest**

The Bailiff must inform their senior manager of any visit they receive where a conflict of interest may exist. A conflict of interest could be:

- If the Bailiff knows the debtor personally. For example, a friend, relative or associate.
- The Bailiff must not use their position or powers for personal gain. Gifts or bribes must always be reported to the Bailiff company manager.

### **4. Levy and Distraint**

The Council's approach to debt recovery is "firm but fair" and in this context it must be accepted that distraint is the last option. Bailiffs will be expected to explore all other avenues before removal of goods or chattels is carried out. This does not mean that distraint is not to take place, but the Bailiff Company must be absolutely sure that no other course of action is available.

Before goods are removed contact must be made with aravto who will seek approval from the Client.

If the debtor contacts the Bailiffs prior to the removal with an acceptable offer of payment this should be accepted provided this offer is a minimum of 50% debt outstanding. .

All Bailiffs undertaking distress must hold a Bailiff's certificate under section 7 of the law of Distress Amendment Act 1888, as is required by regulation 45(6A) of the Council Tax (Administration and Enforcement) (Amendment) Regulations 1998. The Bailiff Company must ensure that the taking control of goods, and impounding

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or removal, is at all stages undertaken by, or directly supervised by, a Bailiff holding a current Bailiff's certificate.

In the case of Council Tax debts no distress may be made unless at least 14 days notice has been given in writing before the first visit to the premises where the distress is levied. This notice must contain the required information as prescribed by regulation 45A of the Council Tax (Administration and Enforcement) Regulations 1992.

The following goods must not be distrained: -

- Items of little or no value that do not belong to the debtor.
- Items to satisfy basic needs – basic clothing, beds and bedding.
- Items for residential safety – smoke alarms, fire extinguishers.
- Items used to combat disability or used to care for the sick.
- The main form of cooking – if the debtor owns a cooker plus microwave oven, it would be in order to distrain on the microwave.
- Fridges, freezers.
- Heating appliances where this would leave the premises without adequate heating especially in households comprising young children, the aged/infirm, disabled or sick.
- Items purchased using social fund payments provided by Job Centre Plus and/or Section 1 of the Child Care Act 1969 or the Children Act 1989.
- Tools, books, vehicles and other items necessary to the debtor in their employment business.
- Any item that is clearly identifiable as belonging to or for the exclusive use of a child.
- Any other item protected by law.

If the debtor claims that any goods are subject to hire purchase, or are otherwise not in their ownership, the Bailiffs should seek to see a copy of the relevant documentation.

Signed receipt for any goods removed should be given to the debtor.



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When the debtor's goods are removed and sold at public auction, the Council must be provided with a full statement itemising the goods sold, the amount released, a breakdown of the costs incurred and a statement of the amount subsequently outstanding or overpaid as appropriate. In addition a copy to be sent to the debtor.

The Bailiff should not remove goods for sale unless it is anticipated that the sum realised will be sufficient to settle a substantial proportion of the amount outstanding, including costs. The Council may define "Substantial proportion".

No attempt should be made to levy, or distrain if the debtor's circumstances fall into one of the categories listed on page 5.

Before attending with a van in order to remove goods, the Bailiff must send to the debtor a letter warning of the intention to send a van and also warning of the costs involved in such a van attendance.

Under no circumstances is the Bailiff to force entry to a debtor's premises unless with the written consent of the appropriate Client Manager of the Council.

In the event of a breach of the peace occurring as the result of a Bailiff visit, the Council must be briefed of the circumstances of the case as soon as it is practicable, but in any event within 48 hours of the incident.

Where the Bailiff is unsuccessful in his/her attempts to obtain payment, and the liability order is to be returned to the Council, the order should be endorsed to the effect that the person making the distress was unable (and set out the reason) to find any or sufficient goods on which to levy. It should also be accompanied by a report summarising the action taken by the Bailiff together with any details ascertained concerning the financial/personal circumstances of the debtor.

### **5. Complaints**

The Bailiff Company will provide the Council with a full response to complaints made by debtors direct to the Council concerning the activities of Bailiffs within seven days of the complaint being received and will provide copies of any documents which are considered relevant to the complaint. The Council will then

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respond directly to the complainant in accordance with the Council's complaints procedures.

The Bailiff Company will also inform the Council of any complaints with which they have dealt directly and provide copies of all correspondence to and from the complainants. Complaints made directly to the Bailiff Company should receive a response within 5 working days from the receipt of the complaint.

The Council should be notified of any complaints made against the Bailiff Company to the Enforcement Services Association, or the Association of Civil Enforcement Agents. Also, any complaint made to the county court if representation is made that a Bailiff is not fit to hold a certificate, the Bailiff Company must notify Sefton Council.

A register should be maintained to record all complaints.

The Bailiff Company must make available details of their comments and complaints procedure upon demand.

### **6. Management Information/Access to Records/Instructions**

The Bailiff Company will provide Management Information, reports, the content and frequency of which will be agreed with the Council.

### **7. Data Protection Act**

The Company shall ensure that all information coming into their possession is treated as strictly confidential and is not used for any other purpose.

All Bailiffs must comply with the provisions of the Data Protection Act 1984 and 1998. All data passed to the Bailiff Company by the Council, or obtained by the Bailiffs in the performance of their duties and services, remains confidential and the property of the Council at all times.

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### **8. Data Security**

The Bailiff Company will provide the Council with their data protection & security policies for the Council to approve.

### **9. Variations**

The Council reserves the right to amend, suspend or discontinue any of the procedures and requirements in this Code of Conduct or introduce new procedures and requirements resulting from changed circumstances. The Bailiff Company will be notified in writing of any proposed amendments to the Code and will be invited to comment on their effect on working practices.

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### 10. Contact Details

#### Revenues Section:

##### Client Officers

Christine Finnigan, Partnership and Local Taxation Manager

0151 934 4161

[Christine.finnigan@sefton.gov.uk](mailto:Christine.finnigan@sefton.gov.uk)

Angela Ellis, Customer and Transactional Services Support Manager

0151 934 2154

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##### arvato government services:

Mark Barry, Head of Revenues

0151 934 4361

[Mark.barry@sefton.gov.uk](mailto:Mark.barry@sefton.gov.uk)

Andy Jennings, Committal & Insolvency Manager

0151 934 4651

[Andy.Jennings@sefton.gov.uk](mailto:Andy.Jennings@sefton.gov.uk)

Gary Davies, Principal Revenues Manager (Collection)

0151 934 4501

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Lezley Kynaston, Business Rates Team Manager

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[Lezley.Kynaston@sefton.gov.uk](mailto:Lezley.Kynaston@sefton.gov.uk)

Sally Neophytou, Business Rates Team Manager

0151 934 4387

[Sally.Neophytou@sefton.sefton.gov.uk](mailto:Sally.Neophytou@sefton.sefton.gov.uk)

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### **Parking Services:**

Dave Marrin, Service Manager – Traffic and Transportation,

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Linda Beatty, Parking Admin Officer

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