

# CREDIT MANAGEMENT AND DEBT RECOVERY POLICY

#### 1. BACKGROUND

Council has a responsibility to maintain effective controls over debt owed to Council including rates, user charges and sundry income. Council must ensure that monies owed are collected in a timely, efficient and effective manner to finance its operations, ensuring effective cash flow management and reduce the likely occurrence of unrecoverable debts.

#### 2. PURPOSE

The purpose of this policy is to ensure effective control over debts owed to Council by:

- Assessing risks associated with customers, business segments and transactions to ensure business is conducted with entities that have acceptable financial risk profiles.
- Maximising the collection of outstanding rates and sundry income.
- Fulfilling the statutory requirements of the Local Government General Regulations 2005 with respect of the recovery of rates, charges and other debts.
- Ensure consistency; fairness; integrity and confidentiality of all proceedings for both Council and the debtor.

#### 3. POLICY OBJECTIVE

In managing Council's most significant cash inflow, it is essential that an equitable Credit Management Policy exists to recover all rates, user charges and sundry income.

This policy outlines the principles and guidelines for managing the recovery of outstanding rates, user charges and sundry income, incorporating the following major elements:

- Assess and mitigate risk of potential losses from default by customers.
- Aim to collect all rates and charges by the end of each rating year.
- Apply a fair and reasonable approach to recovering overdue rates, user charges and sundry income.
- Achieve and maintain outstanding rates, annual charges, interest and extra charges percentage below industry benchmark
- Apply the provisions of the Local Government Act 1993 relating to the sale of land as and when required.

#### 4. LEGISLATION

- Local Government Act 1993
- Local Government (General) Regulation 2005
- Local Government Code of Accounting Practice and Financial Reporting
- Australian Accounting Standards
- Trade Practices Act 1974
- Australian Securities and investment Commissions Act 2001
- Australian Competition and Consumer Commission (ACCC) and Australian Securities and Investments Commission (ASIC) Debt Collection Guideline for collectors and creditors
- Privacy and Personal Information Protection Act 1998
- Office of Local Government Debt Management and Hardship Guidelines 2018
- Council's adopted Financial Hardship Policy

Council employees shall refrain from personal activities that would conflict with proper execution and management of Council's Credit Management and Debt Recovery Policy. Council's Code of Conduct provides guidance for recognising and disclosing any conflicts of interest.

#### 5. APPLICATION/SCOPE

Authority for the implementation of the Credit Management and Debt Recovery Policy is delegated by Council to the General Manager in accordance with the *Local Government Act 1993*.

The General Manager may delegate the Credit Management and Debt Recovery function to an authorised Council officer. Delegated officers are required to acknowledge that they have received and understood a copy of this policy.

The following Council Officers are responsible for the implementation and adherence to this policy:

- General Manager
- Executive Leader Corporate and Sustainability
- Manager Finance and Procurement
- Revenue Officer

Other corporate services staff will assist with the day-to-day administration of the debt recovery process which is in accordance with relevant legislation and guidelines.

#### 6. POLICY

#### 6.1.1 PRIVACY OBLIGATIONS

Personal information means information or opinion, whether it is true or not, about an individual that can reasonably allow the individual to be identified. A debtor's personal information will be treated with respect and Council will comply with *the Privacy and Personal Information Protection Act 1998* when collecting and disclosing information throughout the debt recovery process.

#### 6.1.2 Credit Management - Sundry Debt

It is Council's fundamental position that upfront payment for services should be made on each occasion, for all services, unless a specific approval is given for credit or extenuating circumstances exists.

Credit accounts for customers will be established following an assessment of their ability to pay and all customers that seek to transact with Council for the purchase of goods and services will be subject to this assessment.

Commercial credit risk assessment practices shall apply to transactions where the goods and services provided will not be paid for in advance or at the time of service provision. The assessment includes seeking details from the customer of other agencies they transact with and undertaking reference checks to ascertain purchase and payment history.

#### 6.1.3 Credit Application

Prior to credit being granted, a Council credit application form must be completed in advance by the prospective customer and approved for credit by the appropriate Council Officer

All requests for credit will be required to adhere to the following requirements before approval is granted:

Credit Amount Applied	Risk Assessment Check
Under \$500	Approval from Manager Finance and Procurement or higher delegate
\$500 - \$5,000	Trade Reference Checks
Above \$5,000	Credit assessment report

Customers will be required to reapply for credit if there is a trading gap of 3 years.

#### 6.1.4 Exemptions

In a limited number of cases, it will not be possible to collect money in advance of service provision, and therefore a practical risk management approach must be applied to managing credit. E.g. – emergency works

Other charges may be exempt from time to time by approval of General Manager either on a one-off or permanent basis.

#### 6.1.5 Private Works

Quotes for Private Works must be approved by the appropriate Manager or Executive Leader prior to the debtor invoice being raised. Quotes will be in line with the current fees and charges.

Invoices for Private Works must be paid prior to work commencing, including all Plant Hire. Plant Hire includes an operator, due to insurance requirements. Council staff are also bound by this policy and have the same obligations as a private member of the public.

#### **6.2 Debt Recovery**

#### 6.2.1 Rates and Annual Charges

Rates and annual charges include all amounts charged by way of a Rates Notice in accordance with Section546 of the Local Government Act 1993, noting that:

- Rate Notices must be issued in accordance with Section 546 of the Local Government Act 1993
- Instalment Notices must be issued one (1) month prior to the due date of each instalment (namely 31 August, 30 November, 28 February and 31 May each year) in accordance with Section 562 of the Local Government Act 1993.

Any instalment not paid by the due date falls into arrears and is subject to interest charges.

If any rates and/or charges remain unpaid for seven (7) days after the due date of the quarterly instalment, Council will issue a Reminder Notice for the outstanding amount. The reminder notice will request that within fourteen (14) days from the posting of the letter the Ratepayer either pays the outstanding amount in full or, alternatively, enters a suitable arrangement to clear the outstanding amount.

At the end of the fourteen (14) days from the posting of the Reminder Notice, Council staff must make a reasonable attempt to contact any payment defaulter by phone or email to negotiate either making payment of the amount in full or come to a satisfactory

arrangement to clear the outstanding debt. Should no satisfactory outcome be achieved within 48 hours, then the amount shall be referred to Council's Debt Recovery Agency.

Failure to make a final follow-up contact with the customer to negotiate payment will not invalidate the debt recovery process.

#### 6.2.2 Water and Sewerage Usage Charges

Water and Sewerage usage charges are issued quarterly and will be due and payable after 30 days from the issued date.

Any usage charge account not paid by the due date falls into arrears and is subject to interest charges.

If any charges remain unpaid for seven (7) days after the due date of the quarterly billing cycle, Council will issue a Reminder Notice for the outstanding amount. The reminder notice will request that within fourteen (14) days from the posting of the letter the Ratepayer either pays the outstanding amount in full or, alternatively, enters a suitable arrangement to clear the outstanding amount.

At the end of the fourteen (14) days from the posting of the Reminder Notice, Council staff must make a reasonable attempt to contact any payment defaulter by phone or email to negotiate either making payment of the amount in full or come to a satisfactory arrangement to clear the outstanding debt. Should no satisfactory outcome be achieved within 48 hours, then the amount shall be referred to Council's Debt Recovery Agency.

Failure to make a final follow-up contact with the customer to negotiate payment will not invalidate the debt recovery process.

#### 6.2.3 Sundry Debt

All other user charges and debts will be due and payable after 30 days from the date of invoice unless prior arrangements have been made.

Monthly statements will be issued to the debtor. Amounts outstanding for more than thirty (30) days, without a prior arrangement, will be regarded as overdue and advised accordingly.

Where accounts remain outstanding in excess of sixty (60) days, Council staff must make a reasonable attempt to contact the debtor by phone or email to request payment of the amount in full or come to a satisfactory arrangement to clear the outstanding debt. Further credit to the customer will be withdrawn until payment is made or a suitable arrangement has been agreed upon.

Should an account remain overdue in excess of 90 days the account will be referred to Council's Debt Recovery Agency.

Failure to make a final follow-up contact with the customer to negotiate payment will not invalidate the debt recovery process.

#### 6.2.4 Debt Recovery Action

Council Officers will exhaust the reasonable avenues of recovery discussed earlier in this policy before initiating debt recovery action. Once a debt has been referred by Council, the debt collection agency will issue a Letter of Demand. This communique will request payment be made within 14 days from the date of the letter, or legal action will commence.

If full payment or a suitable arrangement for payment has not been entered in to by the due date stated on the Letter of Demand, then Council's Debt Recovery Agent may issue and serve a Statement of Liquidation Claim, providing the amount outstanding is greater than \$500.

If there is not response to the Statement of Liquidation Claim within 28 days, Council's Debt Recovery Agent may apply for default Judgement which would be recorded against the non-payer's credit file by a credit reporting agency.

Following Judgement, Council's Debt Recovery Agents may employ one or more of the following options in order to recover the outstanding debt:

- Writ against the property
- Examination
- Garnishee of bank accounts
- Garnishee of wages or other income
- Bankruptcy (Individuals)
- Winding up (Company)
- Rent for Rates under s569 of the Local Government Act 1993
- Or any other such action advised to Council.

All debt recovery costs and fees associated with any course of action are to be borne by the owner of the debt and will subsequently remain a charge on the property until paid. Any rate payer or sundry debtor wishing to appeal against the legal costs that have been added to their assessment or account must state their appeal and the reasons for the appeal in writing to Council.

To avoid confusion, double-handling and adverse legal issues, once a matter has been referred to Council's Debt Recovery Agent for collection all inbound contact from the debtor is to be handled by the said Agent. Council officers must advise such debtors to deal directly with the Debt Recovery Agent and, if necessary, provide appropriate contact details for same.

#### 6.2.5 Sale of Land for Unpaid Rates

As a last resort, where rates and/or charges remain unpaid for greater than five (5) years, or one (1) year in the case of vacant land, Council may begin proceedings to recover the outstanding amounts through a Sale of Land for Unpaid Rates in accordance with Section 713 of the Local Government Act 1993.

#### 6.2.6 Interest on Overdue Rates and Charges

Interest accrues daily, in accordance with Section 566 of the *Local Government Act* 1993, on rates and charges that remain unpaid after they become due and payable. The rate to be charges is the maximum allowed as announced by the Division of Local Government and advertised in Council's Operational Plan. Accrued interest is, for the purpose of its recovery, taken to be a charge which is due and payable.

#### **6.2.7 Payment Arrangements**

In accordance with Council's adopted Financial Hardship Policy and the provisions of Section 564 of the *Local Government Act 1993* customers who are unable to pay rates, user charges, fees, or any other debts to Council by the due date, either because of reasons beyond their control or because payment would cause hardship, may apply to enter into an Agreement with Council to make periodical payments.

For such an Agreement to be considered, a "Payment Arrangement Form" needs to be completed subject to mutual agreement of payment amounts.

The following guidelines should be used when considering an appropriate arrangement:

- The arrangement should be accepted on the basis that the outstanding amounts be finalised as soon as possible
- Arrangements may take the form of either a short extension on the due date or, alternatively, a payment plan with instalments payable on a weekly, fortnightly or monthly basis.
- Any arrangement made should ideally provide for all amounts being paid in full by the 30<sup>th</sup> June of that financial year.
- Am agreement made for extra-ordinary circumstances should not extend beyond two (2) years.
- Council acknowledges that some ratepayers may be experiencing hardship and as such, extenuating circumstances can be taken into consideration on an individual basis if any of the above four (4) conditions cannot be met. In this instance the ratepayer should be referred to Council's adopted Financial Hardship Policy and encouraged to see financial support.
- Should the customer not meet the conditions of the arrangement without prior contact with Council, the agreement will be terminated, and debt recovery action will commence.

### 7. DEFINITION

Term	Definition
Act	Local Government Act 1993
Claim	A claim made to the Court by a party (whether a claimant, a defendant or other party)
Council	Coonamble Shire Council
Credit	The purchase and provision of goods and services from Council by debtors on the basis of a promise to pay at a future time.
Customer	Ratepayer or Sundry Debtor
Debt	The amount of money owed by the debtor as a result of a transaction with Council
Debtor	The individual, organisation or other parties that transact with Council where goods are transferred, services are provided, use of facilities are made available and any other transaction that results in a future payment to Council. A debtor is an asset to Council, which gives rise to an anticipated future benefit. The future benefits are cash inflows, which occur when the accounts are paid.
Default	Failure by the ratepayer or sundry debtor to abide by the terms and conditions agreed under a payment arrangement for the payment of outstanding Rates and Charges or sundry debtor account
Interest	The fee charged by Council, expressed as a percentage, on Rates and Charges that remain unpaid after the due date.
Interest Rate	Made (adopted) in accordance with Section 566 of the <i>Local</i> Government Act 1993
Risk	The possibility of non-payment of the debt by the debtor when the amount is due. The likelihood of non-payment increases with the age of the debt.
Statement of Liquidated Claim	Legal document which outlines to the ratepayer the following:  (a) That a claim has been made to the Court for the recovery of monies;  (b) Who has initiated the claim;  (c) Who the claim is against;  (d) The monetary value of the claim; and  (e) Time period available to relinquish the debt.

Judgement and Default Judgement	Includes any order for the payment of money, including any order for payments of costs.
Writ of Execution	A method of judgement enforcement whereby the Sheriff attends the debtor's premises on behalf of the creditor to seize goods of value for sale at public auction (the proceeds of which are given to the creditor up to the amount of the judgement).
Garnishee	A method of judgement enforcement by which monies owing by the debtor can be seized by the creditor. The most common funds seized are monies in bank accounts or wages.
Bankruptcy	A method of judgement enforcement whereby a trustee is appointment to oversee the debtor's financial affairs. Any funds raised are distributed to creditors in accordance with the <i>Bankruptcy Act 1898 (NSW) 1966 (Federal)</i>
Winding Up	Same as bankruptcy but for companies (as opposed to individuals).
Examination	A method of judgement enforcement whereby debtors can be examined regarding their financial affairs. If they fail to appear at an examination hearing they can be arrested.
Rent for Rates	Section 569 of the <i>Local Government Act 1993</i> allows Councils to order tenants of properties with overdue rates to pay rent to Councils in lieu of unpaid rates under specific circumstances.
Costs	Amounts incurrent by Council in recovering overdue debts (e.g., Court professional costs) which can be legally recovered from the debtor
Debt Recovery Agency	An organisation engaged by Council to recover a debt owed to Council.
Payment Arrangement	An agreement entered into by Council and a Ratepayer/Sundry Debtor for the payment of outstanding rates, charges and fees under an agreed instalment payment arrangement plan
Write off	A debt declared non recoverable

Title: Credit Mana	itle: Credit Management and Debt Recovery Policy		
Department: Corp	Department: Corporate and Sustainability		
Version	Date	Author	
2	13 July 2022	Deborah Tatton	
1	14 April 2021	Bruce Quarmby	

**Review Date: July 2025** 

This policy may be amended or revoked at any time and must be reviewed at least three (3) years since its adoption (or last amendment). The Executive Leader of Corporate and Sustainability will be responsible for the review of this policy. Review of this policy will incorporate relevant legislation, documentation released from relevant state agencies and best practice guidelines.

#### Amendments in the release:

Amendment History	Date	Detail
Operational amendments	10 August 2022	Resolution 2022/192

#### **Annexure Attached:**

**Credit Application Form** 

Payment Arrangement Form

**Customer Contact Form** 

Flow Chart - Debt Recovery

Ross Earl Acting General Manager

Date: 8



The information you provide in completing this application/form is considered 'personal information' for the purposes of the *Privacy and Personal Information Protection Act, 1998*. Coonamble Shire Council collects, stores, accesses, uses and discloses any personal Information you provide in order to facilitate services, customer requests and Council business, in accordance with obligations under the *Privacy and Personal Information Protection Act, 1998* and Council's Model Privacy Management Plan. The retention and disposal of your personal information is governed by the Local Government Record-Keeping Rule GA39. Council takes all reasonable and appropriate steps to protect the privacy of individuals as required by law.

#### APPLICATION FOR CREDIT

## **CONSIDERATION:** Amount Requested: \$ Reason for request: ☐ Private works (please tick) ☐ Quarry Other: \_\_\_\_\_ YOUR DETAILS: Name: Street Address: \_\_\_\_\_\_\_ Postcode: \_\_\_\_\_\_\_ Telephone: \_\_\_ \_\_\_\_\_ Email: \_\_\_\_\_ Bank BSB: \_\_\_\_\_ Bank Account Number: \_\_\_\_ **FURTHER DETAILS:** Individual applicant: Business name of current employer: Length of employment with this employer: ☐ I rent the home in which I live. Residential status: ☐ I own the home in which I live. Driver's Licence No: Partnership/Company applicant: Names of Director 1: \_\_\_\_\_ Address of Director 1: \_\_\_\_\_ Names of Director 2: Address of Director 2: Names of Director 3: Address of Director 3: (All directors need to be listed. Please provide the names and addresses of any additional directors on a separate sheet and staple to this form.) TRADE REFERENCES: Please provide the name and contact details for three trade referees. Name: Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Name: \_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



Debtor Name:

The information you provide in completing this application/form is considered 'personal information' for the purposes of the *Privacy and Personal Information Protection Act, 1998*. Coonamble Shire Council collects, stores, accesses, uses and discloses any personal Information you provide in order to facilitate services, customer requests and Council business, in accordance with obligations under the *Privacy and Personal Information Protection Act, 1998* and Council's Model Privacy Management Plan. The retention and disposal of your personal information is governed by the Local Government Record-Keeping Rule GA39. Council takes all reasonable and appropriate steps to protect the privacy of individuals as required by law.

#### **TERMS AND CONDITIONS:**

l/we				
(please print	names of all individuals/partners)			
Trading as:				
Street Address:	Town:		_ Postcode:	
hereby request that you open a 30-day commercial cr services.	edit account in my/our name for the	e supply o	f goods and/or	
In consideration of my/our application for 30-day communication for full, within 30 days of receiving the invoic in particulars set out above.				
I/we clearly understand that any breach of this unders proceedings for recovery of any outstanding monies a			ssue of legal	
If Coonamble Shire Council considers it relevant in as Coonamble Shire Council's obtaining information, from me/us in relation to this application.				
Further, if Coonamble Shire Council considers it relevel/we agree to Coonamble Shire Council's receiving, fro about me/us in relation to collecting those overdue pa	om a credit reporting agency, a cre			
I/we agree that Coonamble Shire Council may give to may be named in a credit report issued by a reporting understand that this information can include any information credit capacity that credit providers are allowed to g	agency information about my/our on mation about my/our credit worthing	credit arra ess, credit	ngements. I/we standing, cred	е
<ul> <li>/we understand that the information may be used for</li> <li>To assess an application by me/us for credit.</li> <li>To notify other credit providers of a default by</li> <li>To exchange information with other credit providers credit providers.</li> <li>To assess my/our credit worthiness.</li> </ul>	me/us.	facility wl	nere I am in de	fault with
l/we agree to provide personal guarantees should this	be required by Coonamble Shire C	Council.		
//we have read and understand these terms and cond	, ,			
Signed:	Da	te:	<i></i>	
Signed:				
Signed:				
Signed:			<u> </u>	
Signed:				
OFFICE USE ONLY: Credit Approved: Yes No Limit:				
Date:/				
Debtor Number:			· · · · · · · · · · · · · · · · · · ·	



## Payment Arrangement Form INITIAL APPLICATION

Date:			
APPLICANT DETAILS			
Name(s):			
Mailing Address:			
Town:	State:	_ Postcode:	
Telephone:	Mobile:		
Email:			
PROPERTY DETAILS			
Property Address:			
I elect to pay the following accounts under a pay			
Rates Account No:	_		
Water Account No:			
Debtor Account No:			
PAYMENT DETAILS			
The amounts for each account are to be deducted as	-	_	_
Rates Account: \$		Fortnightly	Monthly
Water Account: \$		Fortnightly	$\square$ Monthly
Debtor Account: \$		$\square$ Fortnightly	$\square$ Monthly
Commencement Date:	Completion Date:		
$\Box$ I require this Payment Arrangement to remain cor	ntinuous.		
<b>Note:</b> You acknowledge that interest is accruing at 7.0pa calc you default on any agreed repayment without notice to and payable immediately and that Coonamble Shire Co	Council, that the full amount o	f the outstanding debt	
SIGNATURE			
Name (print):			
(15)			
Signature:	Date:		



All correspondence should be addressed to: The General Manager Coonamble Shire Council 80 Castlereagh Street PO Box 249 Coonamble NSW 2829

P: 02 6827 1900

E <u>council@coonambleshirensw.gov.au</u> ABN: 19 499 848 443

Company: Property No. Property Address: Phone No. Mobile No. Email:  Name of Person(s) contacted or in contact with you:  Rates Water Debtors TOTAL  \$ \$ \$	Property Owners Name:			
Property No. Property Address: Phone No. Mobile No. Email:  Name of Person(s) contacted or in contact with you:  Rates Water Debtors TOTAL  \$ \$ \$  Subject:				
Property Address: Phone No. Mobile No. Email:  Name of Person(s) contacted or in contact with you:  Rates Water Debtors TOTAL  \$ \$ \$ Subject:				
Address: Phone No. Mobile No. Email:  Name of Person(s) contacted or in contact with you:  Rates Water Debtors TOTAL  \$ \$ \$				
Mobile No. Email:  Name of Person(s) contacted or in contact with you:  Rates Water Debtors TOTAL  \$ \$ \$	Address:			
Name of Person(s) contacted or in contact with you:    Rates   Water   Debtors   TOTAL	Phone No.			
Name of Person(s) contacted or in contact with you:    Rates   Water   Debtors   TOTAL	Mobile No.			
Rates Water Debtors TOTAL \$ \$ \$ Subject:	Email:			
Rates Water Debtors TOTAL \$ \$ \$ Subject:				
Rates Water Debtors TOTAL \$ \$ \$ Subject:	Name of Person(s)	contacted or in contact	t with your	
\$ \$ \$ Subject:	name of Person(s)	contacted of in contact	i with you.	
\$ \$ \$ Subject:				
\$ \$ \$ Subject:				
\$ \$ \$ Subject:		T		
Subject:	Rates	Water	Debtors	TOTAL
	\$	\$	\$	\$
Summary	Subject:			
Summary				
Summary				
Summary				
	Summary			
	Carrinary			

		Annexure B
Action Required:		
Name of Person	Signature	Date
Documenting Conversation		



## **Debt recovery process flowchart**

Debt recovery process	Council / delegated authority	Debtor
Rate and charges notice s562 1 August 31 days  Rate and charges instalment notice s562 30 days	Flexible payment options     Financial hardship policy     Debt recovery policy     Debt communication	Contact Council Ensure contact details are correct Payment of Coundebt Fixed Fixed Flexible Apply for hardsh arrangements
Notification of outstanding debt 14 days	Confirm debtor contact details are correct Debt review Early dispute Resolution (EDR) Financial Counsellors	As above     Payment of coun debt, via agreem
'Notice of Demand" Final reminder notification  4 days	As above     Develop payment agreement s564     Defer payment requirements, s601     Write off interest, debt, s564, s567, s607, c/131     Refer for legal action if not paid     Sale of land, s713	As above
Statement of claim 28 days	Debt review     File claim     Process claim     Report	As above
Notice of motion default judgment		Quarterly payment b 31 August 30 November 28 February
Recovery action Weeks, months, years		• 31 May

Note: Red indicates action referred to the NSW Local Courts, whereby rates, charges and fees remain unpaid after a final reminder notification.