



Your reference:

Our reference: FOI_25_0706

E-mail: FOI
@gloucestershire.police.uk

Direct dial: 01452 754304

Postal Address: As above

Date: 30/07/2025

Dear

Gloucestershire Constabulary Freedom of Information request FOI_25_0706

On 18/07/2025 you sent an email constituting a request under the Freedom of Information Act asking the following:

I would be most grateful if you would provide me, under the Freedom of Information Act, details in respect to the contract below.

Provision of Auction Services:
[Provision of Auction Services - Contracts Finder](#)

The details we require are:

1. What are the contractual performance KPI's for this contract?
2. Suppliers who applied for inclusion on each framework/contract.
3. Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?
4. Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?
5. Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?
6. Who is the senior officer (outside of procurement) responsible for this contract and do they have a publicly accessible email address?

Under the Freedom of Information Act 2000 s1, I can confirm that Gloucestershire Constabulary holds some relevant information.

Q1.

Title of KPI	Maximum time from when initial phone call is received by the Contractor	Failure to achieve response time for each call-out shall result in accrual of Non- Performance Points
Collection Time - Following Notification	2 Hours	10 oints

Q2.

- John Pye Auctions
- Vernon Fox Trading Ltd
- Wilsons Auctions Ltd

Q3.

SECTION FOUR: SPECIFICATION OF REQUIREMENTS

- 1.1 The Customers for this requirement are The PCC's for Avon and Somerset, Devon and Cornwall, Dorset, Wiltshire and Gloucestershire. Together the Customers require a Contractor to provide valuation, retention, transportation and sale of items services for Assets seized or obtained pursuant to Confiscation Orders issued by the Court under the Proceeds of Crime Act (POCA) 2002, Police and Criminal Evidence Act 1984, Drug Trafficking Act 1994 and Criminal Justice Act 1988 (as amended) or such amended legislation as from time to time in force. The Assets may, at the Customers' discretion, also include Listed Assets and or any other Asset that the Customers require the provision of valuation, retention, transportation and sale services.
- 1.2 The Contractor shall ensure that all Assets offered for sale under the terms of this Agreement are legitimately owned goods. The Contractor shall not knowingly offer for sale any stolen or found property under this Agreement.
- 1.3 The Contractor shall ensure that the Net Proceeds of Sale shall be remitted and distributed in accordance with the applicable Home Office Guidelines, which may include but not necessarily be limited to being remitted to Her Majesty's Courts and Tribunal Service (HMCTS) under the appropriate reference number for the case.
- 1.4 The Contractor shall supply the Services to the Customers in respect of the Assets set out in the table below:

Category	Description
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1	boats and yachts, miscellaneous vehicles, plant and machinery
2	personal registrations (vehicle number plates), cars, motorcycles, HGVs and PSVs, motor homes and caravans
3	Jewellery and watches, Antiques and Fine Art
4	personal property, other miscellaneous property such as Costume Jewellery, clothing, designer clothing and accessories, electronic equipment*, televisions*, music systems*, games, computers*, sports equipment and furniture
5	Mobile Phones and associated equipment*
6	real estate & land, private dwellings and commercial property
7	Any other Asset or Assets (not previously categorised) which the Customers have the authority to offer for sale.

* = The contractor accepts full and total liability for ensuring that All electronic and media devices capable of holding data, have all data held within or upon them removed and destroyed and returned to "Default Factory Settings" in compliance with all relevant legislation stated herein, **before** they are sent for auction. Where this **cannot** be guaranteed (or where notified to do so by the Customers) as complete the items in question must be sent for destruction and a certificate of such must be provided to the Customers contact in all cases.

- 1.5 The Customers shall co-ordinate and monitor the management of this Agreement which will mainly involve the analysis of the reports detailed in 3.6 below to facilitate effective contract monitoring and to assure best value is being obtained.

2. REQUIREMENTS

- 2.1 The Contractor shall use the most cost effective and secure method of realising an Assets' value to maximise returns and achieve the best price that the market will bear.
- 2.2 The Contractor acknowledges that the Customers have the right to withdraw from sale any Asset or Assets which the Customers, in its absolute discretion, deems necessary to be removed from an Auction or otherwise being made available for sale.
- 2.3 Where the Contractor has been notified that the Customers requires an Asset to be withdrawn from sale, the Contractor shall forthwith remove the Asset or Assets stated in the notification from sale and or the Auction list, as appropriate.
- 2.4 The Contractor shall be required to collect an Asset or Assets from the location stated in the Notification issued by the Case Officer ('the Notification') ***within 2 hours of the time of receipt*** of the Notification by the Contractor. The Notification will state the location of the asset, description of the asset and, the reserve price that must be adhered to, of the Asset (if applicable). The contractor shall provide a written receipt

to the Customer for all assets collected specifying the time, date and name of collector. The collection receipt shall have an identifiable reference number on it that can be shown in an auditable trail.

- 2.5 The Contractor shall provide the Customers with an estimate of the Contractor's Costs in respect of each Asset prior to the Contractor's Costs being incurred and the Contractor further agrees not to incur the Contractor's Costs until the Case Officer has provided written authorisation ('the Authority') to expend the same. The Contractor shall not be entitled to deduct the Contractor's Costs or the Contractor's Percentage in the absence of the Authority.

3. Transportation / Storage / Audit Trails

- 3.1 The Assets may be located in a wide geographical area. In the absence of any extended notice period stated in the Notification for collection of the Asset, the Contractor shall be required to collect Assets from the location specified in the Notification on the same date as stated in the Notification and shall collect the Asset within 2 hours of the time stated on the Notification.
- 3.2 The Contractor shall provide safe and adequate transport appropriate to the Asset or Assets in question and shall provide storage appropriate to maintaining the value of each Asset held. The cost of collection, storage, valuation and sale shall be included in the Contractor's Costs set out in the Pricing Schedule.
- 3.3 The Contractor shall hold full liability for the safe keeping of all assets from the point of collection to the point of sale, including maintaining appropriate insurance to safeguard against risks such as damage or theft.
- 3.4 The Contractor shall ensure safe and secure transit and or delivery of Assets to the place of sale, and to purchasers complete with audit trail of hand over.
- 3.5 The Contractor shall collate an auditable movement log of all Assets going through this complete process, including collection, delivery and disposal.
- 3.6 The Contractor shall collate an auditable record of valuations, actual value realised and rationale for shortfalls (if any) of all Assets
- 3.7 The Contractor shall provide a weekly report to the Customers detailing the following:-
 - 3.6.1 JARD Ref number
 - 3.6.2 Date of Auction
 - 3.6.3 Items sold
 - 3.6.4 Value of each item sold
 - 3.6.5 Items not sold
 - 3.6.6 Date funds are received by Contractor
 - 3.6.7 Date funds paid to HMCTS/Customers
 - 3.6.8 Costs incurred in preparation for the sale of each Asset
 - 3.6.9 Contractor's Percentage deducted
 - 3.6.10 Total remitted to HMCTS/Customers

3.6.11 The report should set out all fees, VAT, charges, income and whether or not it is subject to POCA.

- 3.8 The Contractor shall ensure that this report is emailed to The Case Officer within 5 working days of the sale of the Asset
- 3.9 The Customers may require custom reports to be provided on an ad-hoc request basis, based on data the Contractor holds. Where the Customers request such a report then the Contractor shall use reasonable endeavours to provide the report in a timely manner.
- 3.10 The Customers (if applicable) from the Other Contracting Body and if such Other Contracting Body does not have a Customer then such equivalent shall set time scales for disposal of Assets, which will be defined by the court order and will be a maximum of 6 months from the date of the Notification.
- 3.11 In the event of a delay in achieving a timely sale, the Contractor shall be required to submit a detailed report to the Court and to the Customers Contact giving reasons why the Asset has not been sold and the efforts made in the process.
- 3.12 The Contractor shall record the name of the seller by noting the JARD reference number and not by naming the Customers .This reference shall be provided by the Customers and/or Other Contracting Body within 14 days of collection of the Asset.
- 3.13 The Contractor shall ensure that (where commercially and economically expedient) any remedial work or servicing required to maximise the value of an Asset or Assets is carried out in a timely manner by persons qualified and competent to undertake such work. Any such work identified shall be agreed prior to commencement with the Customer.

4. Valuations & Maximising Return

- 4.1 Where requested to do so by the Customers the Contractor shall arrange for valuations to be carried out in respect of any Asset by a suitably qualified professional and will provide a written valuation report to the Customers within 10 days of receipt of the Asset. The Contractor shall not proceed with the sale of any Asset in respect of which a valuation has been requested until such time as the written consent of the Customers is provided to the Contractor to proceed with the sale.
- 4.2 The Contractor acknowledges that it will be required to carry out on site valuations of Assets at defendants premises where required for valuation and advice purposes.
- 4.3 Where appropriate the Contractor shall provide for the secure and supervised viewing of Assets pre-sale.

- 4.4 The Contractor shall be permitted to maximise the value of the realisation of the Assets, by proportionate use of specialist auctions, collectors' fairs, etc.
- 4.5 The Customers shall agree with the Contractor reserve prices on each Asset. If an Asset or Assets do not meet the reserve price the Customers reserves the right to require the Assets to be returned which the Contractor agrees with no charges incurred by the Customer. Provisional offers below the reserve price previously agreed with the Customers shall be accepted at the point of sale provided the Contractor has obtained agreement from the Financial Investigator or Case Officer
- 4.6 Where appropriate the Contractor agrees to advertise an Asset or Assets using whatever medium is most appropriate for the Asset in question.
- 4.7 The Contractor shall accept liability for compliance with relevant consumer protection legislation. The Contractor shall implement suitable pre-qualification practices to ensure that Assets are safe prior to sale.
- 4.8 The Contractor agrees that the Contractor's Costs shall not exceed the Assets sale value.
- 4.9 The Contractor shall return any Assets that cannot be sold, unless the Customers agrees other appropriate disposal
- 4.10 No warranty or assurance is given by the Customers as to the volume or value of Assets available for auction or the frequency of auctions required during the Contract Period.

5. SECURITY

- 5.1 The Contractor shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the Customers' best interests.
- 5.2 The Customers requires the Contractor to have appropriate business processes in place such as not accepting payment over £250 by cash or undertaking Know Your Customer (KYC) checks or equivalent.
- 5.3 The Contractor in carrying out the Services shall take cognisance of the principles of public service set out in the Nolan report. Detail can be found at the following link <http://www.public-standards.gov.uk/>
- 5.4 The Contractor shall ensure that all employees with direct involvement with the Contracting Body achieve security clearance to NPPV level specified by the Customers. This may require the Contractor to action vetting applications through the National Vetting Scheme hosted by Warwickshire Police, any costs associated with obtaining the required vetting shall be payable by the Contractor.

- 5.5 The Contractor shall reasonably assist the Customers where required in completion of any required documentation or assessments for Data Protection. This may include, but not necessarily be limited to, completion of a Data Processing or Information Sharing Agreement, and the Customer undertaking a Data Privacy Impact Assessment (DPIA) which may require the provision of information and support from the Contractor.

6. PAYMENT AND RETURN OF FUNDS

- 6.1 Following the date of the sale of the Asset, the Contractor must remit payment to HMCTS or to The Customers within 5 working days of the Contractor receiving payment from the purchaser
- 6.2 Investigations, from the point of seizure of Assets to the sale of the Assets can be protracted and in some cases up to 2 or 3 years. All Contractors' Costs incurred need to be included in the breakdown of Contractor's Costs as set out in the Pricing Schedule.
- 6.3 All payments made pursuant to this paragraph 6 must clearly display for reference purposes the JARD order number or case number supplied by the Customers, which shall be the payment reference number from the HMCTS for the case.
- 6.4 All Contractor's Costs incurred in preparing Assets for sale shall be advised to the Customers of the participating Force via a pro-forma invoice and shall seek Customer approval of the costs prior to the work being undertaken and any costs being incurred. This shall include the unique JARD reference number. The Contractor's Costs (provided the Contractor has received the Authority referred to in paragraph 2 of this Specification) shall be deducted from price achieved for that particular Asset.. The Contractor shall then be entitled to deduct the Contractor's Percentage, as detailed within the Pricing Schedule.
- 6.5 At the end of the contract period the Contractor shall provide whatever assistance is reasonably required by the Customers any other Contracting Body, to ensure the smooth transfer of the service to a subsequent provider, including provision/transfer of valuation details.

6.6 Pricing Schedule

All fees are included in this Schedule excluding VAT. All fees are inclusive of ALL services and costs outlined within the Specification and shall remain fixed for the duration of this Agreement.

CATEGORY	DESCRIPTION	PERCENTAGE FEE
1	Boats & Yachts, Misc. Vehicles, Plant & machinery	PLEASE INSERT% against Hammer price (inclusive of all costs)
2	Personal Registrations (Vehicle Number Plates), Cars, Motorcycles, HGV's PSV's, Motorhomes & Caravans	
3	Jewellery, watches, Antiques & Fine Art	
4	Personal property, other miscellaneous property such as costume jewellery clothing, designer clothing & accessories, electronic equipment, TV's, music systems, games, computers, sports equipment & furniture	
5	Mobile Phones and associated equipment*	
6	Real Estate & Land, Dwellings & Commercial property	
7	Any other Asset or Assets (not previously categorised) which the Customers have the authority to offer for sale.	

Payment Terms - As specified in 6.1 to 6.5 of The Specification and in the Contract Terms and Conditions.

7. PERFORMANCE CRITERIA SCHEDULE

- 7.1 Throughout the Contract Period, the Contractor shall supply Services that meet or exceed the standards set out in the Key Performance Indicators ("KPI's") described in the section below headed "Key Performance Indicators" and take corrective action in the event of failure to meet those standards.
- 7.2 The Contractor shall provide monthly reports (in accordance with the section below headed "Reporting Obligations") summarising the performance achieved by the Contractor against the KPI's.
- 7.3 Where the Contractor fails to meet the required performance standard against a KPI, the Contractor shall accrue "Performance Points" in the manner described in the section headed "Key Performance Indicators" below.

- 7.4 Where the number of Performance Points accrued in a particular period exceeds certain levels, as set out in the following sections of this Schedule, the consequences may include:
- the application of service credits by way of an adjustment to the Contract Price;
 - the preparation and implementation of a "Service Rectification Plan";
 - the exercise of step-in rights by the Customers; and/or;
 - the exercise of termination rights by the Customers.
- 7.5 The remedies set out in this Schedule for failure to meet the KPI's are not intended to be the Customers' exclusive remedy for any such failure and shall be without prejudice to any other right or remedy to which the Customers may be entitled, whether under other express provisions of the Contract, under the general law or otherwise.

Key Performance Indicators

- 7.6 Each of the following KPI's shall be measured on a monthly basis and accordingly relate to the standard of performance that is required, in respect of the relevant tasks or activities, over any one Month:

Title of KPI	Maximum time from when initial phone call is received by the Contractor	Failure to achieve response time for each call-out shall result in accrual of Non- Performance Points
Collection Time - Following Notification	2 Hours	10 Points

Reporting Obligations

- 7.7 The Contractor shall ensure that it has appropriate systems and procedures in place in order to capture and report on compliance with KPI's as required by this Schedule.
- 7.8 Within 10 Working Days after the end of each Month, the Contractor shall deliver to the Customers a management report detailing performance in respect of each KPI ("Monthly Service Report") during that Month. The report shall be delivered electronically to recipients determined for each Force, that shall be notified to the Contractor by each Force prior to the commencement of the Contract. Each such report shall be in the format reasonably specified by the Customers, shall identify any failures to meet a particular KPI during the relevant Month and shall include relevant "Explanatory Statements" in relation to any such failures describing why, in the reasonable opinion of the Contractor, the failure occurred and the steps that the Contractor proposes to take to avoid any recurrence of that failure.
- 7.9 In order to verify the accuracy of any Monthly Service Report:

- the Contractor shall promptly provide the Customers with such additional information and/or supporting documentation as the Customers may reasonably request from time to time;
- if requested to do so, the Contractor shall permit representatives of the Customers to have access to the Contractor's premises for the purposes of inspecting records and other information held by the Contractor in relation to the Services.

7.10 The Customers may provide representations and/or comments on any Explanatory Statement. The Contractor shall take reasonable account of all such comments and/or representations and shall fully implement any actions set out in the Explanatory Statement.

Service Rectification Plan

7.11 Where:

7.11.1 the number of Performance Points accrued in a Month exceed [60]; or

7.11.2 the number of Performance Points accrued over any three consecutive Months exceeds [180] in aggregate

the Contractor shall prepare a formal written rectification plan ("Service Rectification Plan") to satisfy the Customers that the Contractor is taking, or will imminently take, all necessary steps to improve future performance and minimise the risk of repeated poor performance.

The Service Rectification Plan section of the Contract Terms and Conditions details the information to be included, the process for review and sign-off by the Customers and the rights of the Customers where the required service rectification is not achieved.

Q4. The Contract shall take effect on the Commencement Date and shall expire automatically on 31st October 2025 unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

The Authority shall have the option to extend the contract by up to a further 2 years by providing a minimum of 3 months' notice in writing to the Contractor.

Q5. Yes - Extend

Q6. Chief Financial Officer.

The ACPO minimum standards for all police force publication schemes is that we must provide a non-emergency number and an e-mail address for general enquiries. This is the main switchboard number and an e-mail address. This fully satisfies the terms of the request as you are able to contact everyone via these details:

- Non-emergency telephone number within the county is 101, outside is 01452 728199
- Contact centre email address: force.controlroom@gloucestershire.police.uk

If you are not satisfied with this response or any actions taken in dealing with your request, you have the right to ask that we review your case under our internal procedure. Please note that a request for an internal review must be made within 20 working days of the response to your original request.

If you decide to request that such a review is undertaken and following this process you are still unsatisfied, you then have the right to direct your complaint to the Information Commissioner for consideration.

The Information Commissioner can be contacted via the following means:

Website - <https://ico.org.uk/>

Call their helpline - 0303 123 1113

Email - casework@ico.org.uk

Post –

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Yours sincerely,

Disclosure Officer
Gloucestershire Constabulary