



**Invitation to Tender – Instructions to Tenderers
(Part A)**

for the Provision of

LS0039 - Legal Services

To be supplied to

Members of Lawyers in Local Government

**Closing date for submission of tender:
2nd May 2017 12 noon**

**Please submit your completed selection questionnaire (Part B) and tender
submission (Part C) in accordance with the instructions provided**

Tender for:	LS0039 - Legal Services
Revision	V1
Release Date	4 th April 2017
Issuer	Genna A'court
OJEU Number:	TBC
Tender return date and time (the "Deadline")	2 nd May 2017 12 noon

IMPORTANT NOTE:

Only responses submitted through “supplyingthesouthwest.org.uk” for this contract opportunity will be accepted. No postal, email or hand delivered tenders will be accepted. For more information please read this information to Tenderers.

This document is proprietary to Wiltshire Council and the Information contained herein is confidential.

Without Wiltshire Council's prior written permission, this document, either in whole or in part, must not be reproduced in any form or by any means or disclosed to others or used for the purposes other than its evaluation. It may not be disclosed to any third party outside of the agreed Confidentiality Agreement with regard to 'Permitted Recipients'.

Whilst care and attention has been exercised in the preparation of this document, it remains subject to contract and all warranties whether express or implied by statute, law or otherwise are hereby disclaimed and excluded.

These limitations are not intended to restrict continuing business discussions between the Participating Authorities and Suppliers.

Any proposal received by Suppliers is subject to contract with the Participating Authorities.

Tender Contents

Part A Contents

1.	Introduction and background.....	1
2.	Tender Timetable, Conditions and Tender Completion Information.....	4
3.	Selection and Tender Evaluation Model.....	18

Schedule

Schedule 1	Specification	24
Schedule 2	Commercially sensitive information.	26
Schedule 3	Form of Tender.....	27
Schedule 4	Draft Contract	29

Part B

Part B is the Selection Questionnaire document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given

Part C

Part C is the Tender Submission document (including Pricing Schedule) and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given

1. INTRODUCTION AND BACKGROUND

1.1 Purpose of this document

Part A Instructions to Tenderers is designed to provide Tenderers with the information they require to complete:

- Part B – Selection Questionnaire
- Part C – Tender Submission (including Pricing Schedule)

1.2 Scope of the project and proposed contract

This procurement is being carried out by Lawyers in Local Government (LLG) Southern Branch, led by Wiltshire Council, on behalf of the following authorities ('Participating Authorities')

Participating Authorities:

• Bath & North East Somerset Council
• Bournemouth Borough Council
• Borough of Poole
• Bristol City Council
• Chiltern District Council
• Christchurch Borough Council
• Dorset County Council
• East Dorset District Council
• East Hampshire District Council
• Fareham Borough Council
• Hampshire County Council
• Havant Borough Council
• Isle of Wight Council
• North Dorset District Council
• Portsmouth City Council
• Royal Borough of Windsor and Maidenhead
• Rushmoor Borough Council
• Slough Borough Council
• Stroud District Council
• South Bucks District Council
• South Gloucestershire Council
• South Oxfordshire District Council
• Southampton City Council
• Swindon Borough Council
• Test Valley Borough Council

•	Vale of White Horse District Council
•	West Berkshire Council
•	West Dorset District Council
•	Weymouth & Portland Borough Council
•	Wiltshire Council
•	Winchester City Council
•	Wokingham Borough Council
•	Wycombe District Council

It is intended that any other member of LLG may also join this procurement or the resulting framework agreements at any time.

The Participating Authorities are conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the services described in the Specification (**Services**).

The Participating Authorities are seeking to enter into framework agreements ('Contracts') with a number of external legal providers, and are inviting tenders from organisations interested in being selected for the external provision of legal services under call-off arrangements for one or more of the following areas of work ('Lots'):

- Lot 1 - Planning
- Lot 2 - Property
- Lot 3 - Employment
- Lot 4 - Commercial
- Lot 5 - Civil and Criminal Litigation
- Lot 6 - Adult Services
- Lot 7 - Childcare Services
- Lot 8 - General Local Government Matters
- Lot 9 - Monitoring Officer Support

The objective of entering into such framework agreements is to support the Participating Authorities existing in-house legal teams.

Following evaluation of the tenders and approval of the outcome the Participating Authorities intend to appoint a maximum of 8 Suppliers for each Lot. Each appointed tenderer will be required to enter into a Contract with the Participating Authorities. Call off contracts will be awarded by direct award.

Whilst it is the Participating Authorities' intention to purchase the majority of their external legal services under this Contract from the organisations appointed, this does not confer any exclusivity on the appointed organisations. The Participating Authorities reserve the right to purchase any legal service (including those similar to the services covered by this procurement) from any organisation outside of the Contract. The Participating Authorities reserve the right not conclude any Contract as a result of the

current procurement process and not to purchase Services under any Contract.

The Lead Participating Authority for the purposes of this procurement is Wiltshire Council. All correspondence relating to this procurement should be directed to Wiltshire Council via www.supplyingthesouthwest.org.uk. The decision of the Lead Participating Authority's representative in relation to this procurement shall be final.

1.3 **Value of the contract**

The previous contract handled work to a value of £4.3 Million in 3 years. Details of previous expenditure are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.

1.4 **Contract term**

The Participating Authorities propose to enter into one or more Contract(s) for a maximum period of 3 years with the successful Tenderer/s (**Supplier**).

However, an option to extend a further period or periods up to a total of 1 year is included as an option, potentially extending the contract term to 4 years should it be taken up. Any subsequent extension to the contract will be agreed between each Participating Authority and the Supplier. It is likely that the Participating Authorities will expect the Supplier to demonstrate improvements; price reductions and any other value added benefits realised before considering an extension.

The anticipated service commencement date is 1st July 2017

1.5 **Contract management**

The Contracts will be managed by the Participating Authorities in accordance with the Contract.

1.6 **Use of Contract by third parties**

The Participating Authorities are carrying out the procurement for the benefit of the Participating Authorities and any other member of LLG who

wishes to join the procurement or enter into the resulting Contracts framework agreement at any time.

2. TENDER TIMETABLE, CONDITIONS AND TENDER COMPLETION INFORMATION

2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Deadline for receipt of clarifications	26.04.17
Deadline for receipt of Tenders	02.05.17
Evaluation of Tenders commences	08.05.17
Notification of contract award decision	05.06.17
"Standstill" period	From 05.06.17 to 15.06.07
Confirm contract award and appointment of supplier	16.06.07
Target service commencement date	01.07.17

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

The Participating Authorities reserve the right to cancel the process at any point and is not liable for any costs resulting from such cancellation up to and including contract award.

2.2 General information

These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that Tenderers provide all the information asked for in the format and order specified.

Tenderers should read these instructions carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection

of the tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations.

These instructions constitute the Conditions of Tender. By participating in the tender process the Tenderer accepts these Conditions.

Tenders must not be qualified and Tenderers should not make unauthorised changes to the tender documentation. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal or placing it on a different footing from other tenders. Nor should Tenderers approach the Participating Authorities during the tender process to suggest alterations in the tender documents. Where a tender does not comply with this paragraph, the Participating Authorities may reject it or accept it as an unequivocal tender submitted and priced in accordance with the tender documents. The Participating Authorities decision as to whether or not a tender is acceptable and how it will treat an unacceptable tender will be final and the Participating Authorities will not regard themselves as under any obligation to consult Tenderers on this.

All tender documents must be completed in their entirety. Tenderers who are awarded Contracts will be required to sign documentation:

- Where the Tenderer is an individual, by that individual,
- Where the Tenderer is a partnership, by at least two duly authorised partners,
- Where the Tenderer is a company, by two directors or by a director and the Company Secretary.

If you are a company you must satisfy yourself that carrying out the Contract in the way this Contract is structured will be within your objects and powers and demonstrate this to the Council.

All documentation supplied by the Participating Authorities shall remain their property and confidential to them and should be returned upon request. Tenderers may not without the Participating Authorities' written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the tender or Contract Documents or any information or material which the Participating Authorities may make available to Tenderers all of which shall remain confidential to the Council.

2.3 Intention to Submit a Tender

- 2.3.1 Tenderers should indicate that they intend to submit a tender and be bound by the Conditions by registering an 'Expression of Interest', in the LS0039 - Legal Services using the South West Portal link below:

www.supplyinthesouthwest.org.uk

2.3.2 Access the system and sign in using the username and password provided at pre-registration, this will then take Tenderers to their own private domain within the system.

2.3.3 Go the 'My Tenders' and click on this link which will take you to the 'Notice Summary' where Tenderers will be able to:

- a. View full Notice including documentation
- b. Submit Documents
- c. Raise a Clarification Question
- d. View Messages
- e. Change Contact
- f. Decline Interest

2.3.4 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should decline an interest. If a Tenderer declines after receiving the tender documents all data supplied should be returned to the Participating Authorities with details confirming the reasons for declining an interest.

2.4 Tender Validity

2.4.1 The tender is an unconditional offer and should remain open for acceptance for a period of 180 days. A tender valid for a shorter period may be rejected.

2.5 Preparation of Tender

2.5.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tenders and all other stages of the selection and evaluation process. All material issued in connection with this tender process shall remain the property of the Participating Authorities and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Participating Authorities or securely destroyed by the Tenderer (at the Participating Authorities option) at the conclusion of the procurement exercise or earlier if a Tenderer withdraws or declines an interest.

2.5.2 Under no circumstances will the Participating Authorities, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

2.5.3 Tenderers are required to complete and provide all information required by the Participating Authorities in accordance with the Conditions and other parts of the tender document. Failure to comply with the Conditions and the

Invitation and Information for Tendering may lead the Participating Authorities to reject a tender response.

- 2.5.4 Tenderers should provide their response to the questions in the tender documents where those questions appear in the tender document rather than simply referring to one of their documents. If Tenderers cannot fit a response into the form at that point, the answer response space can be expanded so as to accommodate the response. If it is really necessary for Tenderers to refer to another document that they are submitting with the tender, it is the Tenderer's responsibility to make sure that this is done clearly, in a way that is easy to follow and identifies the document, the page and paragraph that deals with the question. If the reference is ambiguous or the Participating Authorities cannot trace or follow an answer, that will be at the Tenderer's risk, and is likely to have a detrimental effect on the evaluation of the tender.
- 2.5.5 The Participating Authorities rely on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 2.5.6 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the tender process and their tenders, without reliance upon any opinion or other information provided by the Participating Authorities or their advisers and representatives.
- 2.5.7 The Participating Authorities may make drafting changes to the tender documentation until six working days before the date for return of tenders. The Participating Authorities reserve the right to change the timescale for the tender response dependant on the level of change that has occurred to allow sufficient response for Tenderers to submit their Tender based on the changes made. Tenderers will be required to accept any such changes without reservation.
- 2.5.8 Tenderers should notify the Participating Authorities promptly of any perceived ambiguity, inconsistency or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries/questions/ requests for information regarding this tender should be made in writing via the South West Portal.

2.6 Deadline for receipt of Tenders

Responses to this ITT must arrive be submitted in accordance with these instructions no later than 2nd May 2017 at 12 noon.

Any Tender received after the Deadline shall not be opened or considered. The Participating Authorities may, however, in their own absolute discretion

extend the Deadline and in such circumstances the Participating Authorities will notify all Tenderers of any change.

2.7 Contract award

The Authority may award Contract(s) on the basis of a Tender submitted in accordance with these instructions.

Contract award is subject to the formal approval process of each of the Participating Authorities. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

Once the Participating Authorities have reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with PCR 2015 before entering into any Contract(s).

2.8 Debrief

The contract award notification will be sent to each Tenderer. The Lead Participating Authorities will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

2.9 Pricing Schedule

Tenderers should complete the Pricing Schedule giving prices for all the Services. If selected these prices shall apply during the Contract subject to any provisions for price adjustments as outlined in the Contract.

The pricing must include and allow for everything that might be required under the Contract, whether collection, delivery, labour, materials, clothing, transport, plant, fuel, travel and subsistence, training, marketing, contract management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party's charges or any other cost.

All rates and prices must be quoted in pounds sterling.

VAT should not be included in the tender rates and prices. Any VAT will be paid to the Contractor as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.

The Council proposes to check the submitted Pricing Schedule for errors in computation. If it finds any such errors, it will tell Tenderers about them and give them the opportunity to amend the errors or withdraw their tender.

If a Tenderer chooses to amend errors of computation, the Council will add an endorsement to the Pricing Document indicating the corrections that need to be made to it and their effect or that rates or prices as appropriate shall be reduced or increased in the same proportion as the corrected total of priced items exceeds or falls short for such items. If the tender is successful the Tenderer and the Council will sign that endorsement before the Contract commences.

2.10 Formalities

The following requirements must be adhered to when submitting Tenders:

- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- A list of supporting material must be supplied.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender (*Schedule 3*).

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

2.11 Submission of Tenders

Complete the tender submissions section in full giving all information requested.

Each Tenderer must submit one Tender in respect of all Lots that the Tenderer wishes to bid for.

2.12 Insurance

Tenderers and their insurance company should complete the Insurance section to confirm that valid insurance cover is held to meet the Participating Authorities requirements for the amounts specified.

2.13 Form of Tender

Complete the Form of Tender data requested in full.

2.14 Submission of Tender - Electronic Tendering

The Participating Authorities (led by Wiltshire Council) are utilising an electronic tendering tool to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Participating Authorities including the submission of Tenderers responses will be conducted via the South West Portal at www.supplyingthesouthwest.org.uk.

Tenderers should have registered and indicated that they intend to submit a Tender and be bound by the Conditions by registering an 'Expression of Interest', in the LS0039 - Legal Services using the South West Portal.

Refer to 2.3, Intention to Submit a Tender, which contains details of this process.

Please complete the following documents and upload them to the South West Portal and attach to the 'Attachment Tab':

-
- Completed commercially sensitive information if applicable (Schedule 2)
- Completed Form of Tender (Schedule 3)
- Completed Selection Questionnaire (Part B)
- Completed Tender submission including quality questions and Pricing Schedule (Part C)

Complete the tender document in English. These need to be returned by uploading them onto the South West Portal, not later than 2nd May 2017 12 noon.

Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents less than two hours before the deadline. If Tenderers experience any technical difficulties relating to South West Portal, please contact Due North on 01670 597 186 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays) or by e-mail: swsupport@due-north.com

All queries, questions and requests for information regarding this tender should be made in writing via the South West Portal 'Raise a clarification question' tab.

These should be submitted no later than 24th April 2017 12 noon. It should be noted that such requests, and the answers, would be communicated to all other Tenderers via the South West Portal or any other appropriate method of communication. The identity of the organisation making such requests will remain confidential.

It is the Tenderer's responsibility to return completed documentation via the South West Portal system, therefore please follow the process below:

To download documentation please follow these steps:

- 1) Login to the system
- 2) Click the 'My Tenders' link
- 3) Find the tender you are involved in and click the 'Tender Title'
- 4) Click the link, which reads 'View full notice including Tender Documentation'

Download the Tender Documentation to your computer and complete as required.

To submit completed Tender documentation please follow these steps:

- 1) Login to the system
- 2) Click the 'My Tenders' link
- 3) Find the tender you are involved in and click the 'Tender Title'
- 4) Click the link, which reads 'Submit Documentation'
- 5) Upload your documents by clicking 'Browse'

and return it electronically using the above method to arrive no later than 02nd May 2017 12 pm.

If you decide you do not wish to tender, you must advise the Participating Authorities via the South West Portal immediately and outline the reasons for withdrawing.

During the tender process, any communication between Tenderers and the Participating Authorities should be in writing via the South West Portal. After the closing date for receipt of tenders the Participating Authorities expect only to make contact with Tenderers for the following purposes:

- To clarify information contained in the tender documents,
- To clarify anything relating to insurance,, bonds and guarantees,
- To inform Tenderers of the award decision,
- To agree the commencement date.

2.15 Tenderers' responsibility

It is the Tenderers' responsibility to satisfy themselves as to the nature, extent, circumstances and situation of what is tendered for and as to the meaning and implications of the tender documentation. The Participating Authorities will assume that Tenderers have satisfied themselves as to everything they might need to know before tendering. The Participating Authorities will not accept any suggestion subsequently that it should make any allowance or consider any claim based on ignorance or a failure to appreciate the circumstances under which the Services are Subject Matter is to be delivered.

Tenderers shall have no claim whatsoever against any of the Participating Authorities in respect of any statement, act or omission by the Participating Authorities and in particular (but without limitation) the Participating Authorities shall not make any payments to the successful or any other Tenderer save as expressly provided for in the tender documents and (save to the extent set out in the Conditions) no compensation or remuneration shall otherwise be payable by the Participating Authorities to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the Tenderer or by reason of any of the information within the tender documents including the invitation and information for tendering (or in response to any written enquiries or other information supplied within the course of this tendering process) or otherwise.

2.16 Contract terms

The draft Contract that the Participating Authorities proposes to use is attached at Schedule 4. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 3.22.1 and the Participating Authorities will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Participating Authorities, the Participating Authorities shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Participating Authorities through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

2.17 Documents forming the contract

The following documents shall form part of the Contract between the Authority and the Supplier(s):

- Contract and its schedules.
- Specification.
- Responses to tender questions including Pricing Schedule (as completed by the Supplier).
- A list of commercially sensitive information (as completed by the Supplier).
- Clarification questions and responses as agreed.

2.18 Consortia and subcontractors

The Participating Authorities require all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to subcontract, any proposed sub-contractors, and precisely which entity they propose to be the Supplier

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with the Participating Authorities.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Supplier, but envisage that one of their number will be the Supplier, the remaining members of that group will be subcontractors to the Supplier.

2.19 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, none of the Participating Authorities, their advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Participating Authorities.

If a Tenderer proposes to enter into a Contract with the Participating Authorities, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Participating Authorities (or any other person) to enter into a contractual arrangement.

2.20 Confidentiality and Freedom of Information

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As public bodies, the Participating Authorities is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Participating Authorities routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Participating Authorities shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Participating Authorities transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer's competitive edge, has been clearly identified to the Participating Authorities in the template provided at Schedule 2.

Information	How it is treated
Tender submissions	Will be treated as publicly inaccessible at least until the successful Tenderer has signed the contract.
Identity and amount of tenders	The identity and amount of the successful tender will become publicly accessible only after award. The identities and amounts of unsuccessful tenders will remain inaccessible. If amounts appear in publicly accessible documents, the Tenderers will normally not be identified by name. Unsuccessful Tenderers will continue to have their existing rights to know details about their own tender, but not other peoples.
Contract Documents as completed by the successful Tenderer	Accessible during the advertisement period under Wiltshire Council's auditing regime.
Amounts spent on purchases etc.	Accessible
Trade secrets and other information that is genuinely commercially confidential	Under European Law Wiltshire Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so.

2.21 Whistleblowing

The Contract include provisions under which the contract will be terminated if the contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Bribery Act 2010.

There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.

The Participating Authorities takes these issues very seriously.

The Participating Authorities encourage all Suppliers, Tenderers or for that matter anyone else, to contact it if any Councillor, employee or other Contractor, Tenderer or potential Tenderer approaches them and either attempts to engage them in any such activity or hints that they could do so. If so, you should contact Wiltshire Council's Dedicated Whistleblowing Hotline on 01225 718 020.

Any information provided will be treated in confidence in comparable fashion as the protection offered to employee under Wiltshire Council's whistle-blowing policy. This can be found on Wiltshire Council's publicly accessible website.

2.22 Other matters

The Participating Authorities cannot and do not propose to commit themselves as to:

- What will be its Services requirements after this contract has expired,
- What arrangements it may propose to make to procure the Services, or
- What the legislative regime will be at that time either as to procurement Services.

2.23 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Participating Authorities has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Participating Authorities.

2.24 Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Participating Authorities or any employees or agents of the Participating Authorities in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Participating Authorities or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Participating Authorities and their advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Participating Authorities.

2.25 Participating Authorities rights

The Participating Authorities reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Participating Authorities.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract or Lot as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

2.26 Bid costs

The Participating Authorities will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Participating Authorities.

3 Selection and Tender evaluation model

3.1 Selection Criteria, Award Criteria and Evaluation Criteria

All completed Selection Questionnaires and Tender Submissions received will be evaluated by a panel made up of members from the LLG Southern Branch. The Selection Questionnaire contains questions that are designed to evaluate minimum standards of technical or professional ability.

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offers that are the most economically advantageous to the Participating Authorities. The Award Criteria (**Award Criteria**) are:

- 40% quality.
- 60% price.

Moderation of Scores

Members of the evaluation panel will separately evaluate all relevant documentation submitted by Tenderers and will subsequently meet to discuss their scores, to agree a final score for each question.

3.2 Evaluation process

3.2.1 Selection Questionnaire Evaluation (Part B)

References made to the 'authority' in the Selection Questionnaire shall mean the Participating Authorities. The Selection Questionnaire should be completed in accordance with the Selection Questionnaire notes for completion.. The Selection Questionnaire shall be assessed as outlined below:

	Question	Pass Mark	Max word count
Part 1	All questions	For Information only	N/A
Part 2	All questions	Pass/fail	N/A
Part 3	Section 6	For Information only	N/A
Part 3	Section 7	Pass/fail	N/A
Part 3	Section 8	Pass/fail	N/A
Part 3	Section 9.1	Scored	Max 500 words
Part 3	Section 9.2	Scored	Max 500 words
Part 3	Section 9.3	Scored	N/A
Part 3	Section 9.4 A	Pass/fail	N/A
Part 3	Section 9.4 B C D	Scored	N/A

Scored questions will be marked in accordance with the table below and a minimum score of 3 is required to pass each question.

Score	Criteria
0	No Relevant Response / Unacceptable Response
1	Very Poor Response <ul style="list-style-type: none"> • Incomplete / superficial response • Significant cause for concern • Minimal degree of confidence / relevance
2	Poor Response <ul style="list-style-type: none"> • Partial / limited response etc • Some cause for concern • Low degree of confidence / relevance
3	Adequate Response <ul style="list-style-type: none"> • No material concerns • Satisfactory degree of confidence / relevance
4	Good Response <ul style="list-style-type: none"> • Comprehensive response • No concerns • Good degree of confidence / relevance
5	Excellent Response <ul style="list-style-type: none"> • Comprehensive response • No concerns • High degree of confidence / relevance

The Participating Authorities will not consider the Tender Submission of a Tenderer who has failed any question within the Selection Questionnaire.

3.2.2 Tender Evaluation (Part C)

3.2.2.1 Quality Question Evaluation (Part C1)

When completing the questions, Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included.

Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

When scoring each question, no consideration will be given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your tender submission.

The Quality Questions are weighted as stated below:

	Question	Weighting	Max word count
1	Please explain the resources that you will commit to the performance of this Contract, including details of these resources and where they will be based	15%	Max 500 words
2	Please describe how you would provide the Services to the Participating Authorities including how you propose structuring and managing the provision of the Services.	10%	Max 500 words
3	Please list members of staff, their qualifications and area of expertise offered as part of this Contract (please attach a CV for each staff member listed).	15%	Max 500 words
4	Please explain how you would prioritise dealing with work through this Contract alongside your internal work and work for other clients.	10%	Max 500 words
5	Please give details of any wider benefits being offered to the Participating Authorities without additional charge, for example: <ul style="list-style-type: none"> (a) training opportunities; (b) secondment opportunities; (c) telephone helpline (off the clock); (d) access to library resources. 	10%	Max 500 words
6	What proposals do you have for monitoring cases of which you have conduct providing progress reports to client officers and itemising time spent for	10%	Max 500 words

	billing purposes?		
7	How do you propose to deal with casework including where attendance at Court or at meetings is required or where you are required to deal with matters of urgency.	10%	Max 500 words
8	Please provide a statement of commitment to convince the Participating Authorities of your reliability to perform the Contract.	20%	Max 500 words

The questions will be assessed and scored in accordance with the table below

Mark	Classification	Description
0	Unacceptable	No response / unacceptable response
1	Inadequate	Considerable reservations / cause for concern – response: <ul style="list-style-type: none"> Well below minimum expectations Incomplete / superficial / largely irrelevant Engenders minimal degree of confidence in the Tenderer's understanding of and proposals in respect of the service requirements / concerns / risks or other issues covered by the relevant response requirement
2	Weak	Minor reservations / cause for concern – response: <ul style="list-style-type: none"> Below minimum expectations Partial / limited / is lacking in relevance Engenders low degree of confidence in the Tenderer's understanding of and proposals in respect of the service requirements / concerns / risks or other issues covered by the relevant response requirement
3	Satisfactory	Largely covers the Participating Authorities requirements – response: <ul style="list-style-type: none"> Meets minimum expectations

		<ul style="list-style-type: none"> • Raises no material concerns / is relevant but may be a little patchy or brief in part • Engenders a satisfactory degree of confidence in the Tenderer's understanding and proposals in respect of the service requirements / concerns / risks or other issues covered by the relevant response requirement
4	Good	<p>Largely covers the Participating Authorities requirements – response:</p> <ul style="list-style-type: none"> • Meets the Participating Authorities expectations • Raises no material concerns / is relevant and thorough • Engenders a high degree of confidence in the Tenderer's understanding and proposals in respect of the service requirements / concerns / risks or other issues covered by the relevant response requirement
5	Excellent	<p>Exceptional response:</p> <ul style="list-style-type: none"> • Exceeds Participating Authorities expectations • Raises no material concerns / is relevant and thorough • Engenders a high degree of confidence in the Tenderer's understanding and proposals in respect of the service requirements / concerns / risks or other issues covered by the relevant response requirement

3.2.2.2 Pricing Schedule (Part C2)

Pricing evaluation

Tenders are asked to complete the Pricing Schedule for each lot they are bidding for by providing an hourly rate for each of the levels of fee earner specified (or equivalent). The hourly rates supplied should be exclusive of VAT.

The Pricing Score will be calculated by adding together the 5 hourly rates provided and dividing the result by 5 to provide an average/blended rate.

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (60% following weighting). All other bids will be compared against that lowest bid

Example:

Tenderer	Fee	Formula	Price
----------	-----	---------	-------

		= Lowest Charge / Tenderers Charge x Price Score	Score
A	1	= 1 / 1 x 60	60
B	2	= 1 / 2 x 60	30
C	3	= 1 / 3 x 60	20

Please also note that:

- Any tender that is found too low to be credible will be excluded from further consideration. In this instance, the Participating Authorities will initially clarify with the Tenderer whether the pricing is correct and has been interpreted correctly. As part of the clarification, evidence will be required to demonstrate that the charges are accurate, achievable and sustainable. If following the clarification, any charge is found to be abnormally low, that tender will be rejected in accordance with the Public Contract Regulations 2015 regardless of how many points it scores in all other aspects.

Schedule 1 Specification

The Participating Authorities are seeking a number of firms of solicitors, in-house legal teams or other organisations that will be able and willing to supply external legal services to support the Participating Authorities' existing in-house legal teams in order to meet their needs. This may include any work that the Participating Authorities' in-house legal teams would usually carry out and Suppliers may be required to assist the Participating Authorities' in-house legal team with their cases or have conduct of cases. Organisations can tender for one or more of the following Lots (the information under each lot is intended to provide an indication of the type of work which may be required under that Lot, but is not exhaustive):

Lot 1: Planning

- (i) General Advice;
- (ii) Section 106 Agreements;
- (iii) Other planning casework (e.g. Enforcement, certificates of lawful use, revocations of permission);
- (iv) Planning Inquiries and appeals.

Lot 2: Property

- (i) General advice;
- (ii) Sales;
- (iii) Rights to buy;
- (iv) Purchases;
- (v) Leases;
- (vi) Shared ownership leases;
- (vii) Miscellaneous transactions (e.g. licences, easements, agreements, encroachments, adverse possession);
- (viii) CPOs.

Lot 3: Employment

- (i) General advice;
- (ii) Preparation of case;
- (iii) Conduct of hearing/trial.

Lot 4: Commercial

- (i) General advice;
- (ii) Agreements;
- (iii) Public Procurement and State Aid;
- (iv) Construction.

Lot 5: Civil and Criminal Litigation

- (i) General advice;
- (ii) Preparation of case;
- (iii) Conduct of hearing/trial;
- (iv) Housing possessions;
- (v) Debt collection;
- (vi) Licensing appeals;
- (vii) Parking enforcement.
- (viii) Prosecutions to include, but not limited to; benefit, trading standards, education, libraries.

Lot 6: Adult Services

- (i) General Advice;
- (ii) Conduct of hearings.

Lot 7: Childcare Services

- (i) General advice;
- (ii) Appeals;
- (iii) Child protection;
- (iv) Case preparation;
- (v) Conduct of hearings.

Lot 8: General Local Government Matters

- (i) General advice;
- (ii) Highways
- (iii) Housing
- (iv) Attending Committees;
- (v) Byelaws;
- (vi) Information law;
- (vii) Data protection.

Lot 9: Monitoring Officer Support

- (i) General advice;
- (ii) Conduct of investigations;
- (iii) Attendance at Committee and/or hearings.

Schedule 2 Commercially sensitive information.

Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule [NUMBER]].

The reason(s) it is considered that this information should be exempt under FOIA is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE:

NAME (PRINT):

POSITION:

COMPANY:

DATE:

Schedule 3 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

TO: [NAME OF AUTHORITY]

DATE: [DATE]

PROVISION OF: [TITLE OF CONTRACT]

REFERENCE NUMBER: [OJEU CONTRACT NOTICE REFERENCE NUMBER]

We [INSERT NAME[S]] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide [NAME OF SERVICES] as specified in those documents and in accordance with the attached documentation to the Authority commencing [DATE] and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and the [manager **OR** company].

We further agree with the Authority in legally binding terms to comply with the provisions of confidentiality set out in the ITT.

We further undertake and it shall be a condition of any Contract, that:

- The amount of [my **OR** our] Tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority.
- We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I/We understand that the council may release any part of or all of the information given in this tender as a result of a Freedom of Information request in accordance with the Freedom of Information Act 2000 and any subordinate Legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Legislation.

I/We confirm I/we have clearly highlighted within this tender submission all information which I/we consider confidential.

I/We understand that in the event of a Freedom of Information request the Service Commissioners will review any information highlighted as confidential and that this

information will only be released if necessary to comply with the Freedom of Information Act 2000 and any subordinate Legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Legislation.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature _____

Name and status _____

Signature _____

Name and status _____

For and on behalf of [NAME OF COMPANY, PARTNERS OR CONSORTIUM]

Schedule 4 Draft Contract

AGREEMENT
FOR THE PROVISION OF LEGAL SERVICES
BETWEEN
THE PARTICIPATING AUTHORITIES
AND

Table of Contents

<u>Clause</u>	<u>Subject</u>	<u>Page</u>
1	Objectives	3
2	Non-Exclusivity	4
3	Method Statements	4
6	Quality	6
10	Commencement, Duration and Termination	7
15	Gifts or Rewards to Councillors or Officers	9
16	the Solicitors' Responsible Partners	9
18	Instructions - Official Form	10
26	Altered or Aborted Work	11
28	Counsel and Consultants	12
32	Agents and Sub-Contracting	13
36	Probity	14
39	Publication of Notices	15
41	Health and Safety	15
44	Conflicts of Interest	16
46	Execution of Deeds and Documents	16
47	Deeds and Documents	16
51	The Participating Authority's Policies, Standing Orders and Financial Regulations	17
52	Information	17
55	Best Value and Benchmarking	18
59	Charges – Hourly Rates	20

60	Disbursements	20
62	Pre-Instruction Enquiries and Review Meetings	21
66	Charging Structure	23
67	Review of Charges	23
71	Billing and Payment	24
76	Insurance	25
79	Avoidance of Discrimination	25
80	Complaints	26
86	Copyright, Patents, Royalties etc.	27
88	Communication	27
91	Disputes	28
94	Interpretation	29
Appendix One	Participating Authorities	
	The Solicitors' Partners	
Appendix Two	Standard Instruction Form	
Appendix Three	Case Plan	
Appendix Four	Work Areas	
Appendix Five	Tender documents	

AN AGREEMENT made the

BETWEEN:-

**A. EACH OF THE AUTHORITIES WHOSE PARTICULARS ARE SET OUT IN
APPENDIX 1 (“the Participating Authorities”)**

AND

B. THE PERSONS WHOSE FULL NAMES ARE SET OUT IN APPENDIX 1
practising as solicitors in partnership under the firm name of at their
offices at (“the Solicitors”)

WHEREBY IT IS AGREED as follows:

Objectives

- 1 The objectives of the parties in entering into this Agreement are as follows:
 - to secure the provision of high quality legal services for each and every one of the Participating Authorities in the legal practice areas set out in Appendix Four in the most efficient, effective and economic manner, through a combination of the Participating Authorities directly employed staff and the use of private sector lawyers;
 - to secure that each of the Participating Authorities has the ability to call upon the services of the Solicitors in accordance with an agreed framework, and without forgoing its ability to undertake further market-testing as may be required from time to time in accordance with the Local Government Act 1999 or otherwise; and
 - to provide the basis for the development of a broader partnership between the parties which will facilitate each and every one of the Participating Authorities in the continuous improvement of its legal and other services and

enable the Solicitor to demonstrate that it is providing a competitive legal service to each and every one of the Participating Authorities at the standard of the best commercial practice so each Participating Authority can evidence compliance with its obligations under the Local Government Act 1999.

Non-Exclusivity

2 This Agreement provides a framework for each of the Participating Authorities to use the services of the Solicitors in the legal practice areas set out in Appendix Four and is not intended to impose any restriction upon the ability of any Participating Authority at its own discretion to use the services of other legal service providers.

Method Statements

3 Where a Participating Authority anticipates that it may wish to instruct the Solicitors to undertake a number of instructions for work of a standard nature, the Participating Authority may request the Solicitors to prepare and send to the Participating Authority within 20 days a draft Method Statement in respect of the performance of work of that nature, which draft method statement shall set out:

- a description of the work type to which it relates,
- the objectives of the Participating Authority in respect of that work type,
- the steps or processes which are typically required in order to complete such work,
- the significant statutory or other regulatory provisions which relate to such work including any time limits for the performance of any step or process,
- the foreseeable problems or contingencies which may arise in the course of the work and setting out how these will be resolved,

- the complexity and likely volume of each element of the work, setting out the individual, individuals or grade or grades of staff whom the Solicitors would propose to undertake each element of the work,
- any information or decisions which the Solicitors will require from the Participating Authority or from any other person in order to undertake the work,
- any element of the work which can reasonably and efficiently be undertaken by the Participating Authority through its directly employed legal staff,
- any alternative strategies for achieving the objectives of the Participating Authority,
- the timetable for completion of the work,
- the likely scale and timing of any costs and/or receipts to the Participating Authority arising from the work, in sufficient detail to enable the Participating Authority to budget for and monitor the progress of the work, and
- where appropriate, a proposed unit rate for the completion of each instruction for such work.

4 Upon receipt of such draft method statement, or at any time when it has reason to believe that the statutory, procedural or other basis upon which the method statement was prepared has altered, the Participating Authority may request the Solicitors within 10 days to submit to the Participating Authority a draft amended method statement to take account of such alteration.

5 Upon receipt of such draft method statement or draft amended method statement, the Participating Authority may at its discretion approve the same as the method statement for that type of work.

Quality

6 The Solicitors shall carry out any instruction from a Participating Authority under this Agreement and the Solicitors' other duties and responsibilities under this Agreement shall be carried out in accordance with the Participating Authority's instructions and to the highest professional standard in accordance with the prescribed standards and procedures of the Law Society and in accordance with the Solicitors' current proprietary or accredited system and any variation or renewal thereof and in case of non-renewal then on a similar basis.

7 Without prejudice to any other remedy or recourse, if a Participating Authority is not satisfied with the quality of work undertaken on its behalf by the Solicitors, the Participating Authority may send notice in writing to the Solicitors notifying them of the dissatisfaction and requiring the Solicitors within 5 days of receipt thereof to provide the Participating Authority with a written proposal to remedy any deficiency in the work, putting the Participating Authority in so far as is possible in the position which it would have been in had the work been initially completed to the proper standard as required by this Agreement, and setting out any steps which the Solicitors propose to avoid any repetition of such dissatisfaction.

8 The Solicitors warrant that all work undertaken by the Solicitors under or in connection with this Agreement shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence.

9 The Solicitors further warrant that all work undertaken by the Solicitors under or in connection with this Agreement shall not infringe any Intellectual Property Rights of any third party.

Commencement, Duration and Termination

10 This Agreement shall commence on [date]. Subject to the provisions of this Agreement, this Agreement shall extend for a period of three years from the date of commencement set out above, subject to any extension in the manner set out below.

11 At any time before the expiry or termination of this Agreement, any of the Participating Authorities may at its absolute discretion from time to time notify the Solicitors in writing that it wishes to extend this Agreement for an additional period of up to one year. The obligations under this Agreement shall continue during such extended period.

12 Any of the Participating Authorities may terminate this Agreement for itself immediately and absolutely by notice in writing to the Solicitors in any of the following events:

- a breach by the Solicitors of any of the provisions of this Agreement which is not capable of being remedied,
- a breach by the Solicitors of any provisions of this Agreement which is capable of being remedied and is not remedied by the Solicitors within 20 days after notice of breach has been given by the Participating Authority
- a breach of confidence owed by the Solicitors to the Participating Authority, or
- the making of a receiving order against the Solicitors or the Solicitors becoming bankrupt or insolvent or compounding with or assigning in favour of its creditors, or this Agreement becoming vested in any other person or persons otherwise than by the normal appointment, retirement and death of partners in the Solicitors.

13 Any such termination shall be without prejudice to any obligations of either party which may have arisen prior to such determination, including:

- the obligation on the Participating Authority to pay for any services provided under this Agreement,
- the obligation of the Solicitors to complete any work instructed by the Participating Authority prior to the termination of this Agreement (subject to the right of the Participating Authority to re-assign such work if it so determines),
- the obligation of the Solicitors to account to the Participating Authority for any monies received on behalf of, or held to the order of, the Participating Authority, and to return any deeds, documentation or other property belonging to the Participating Authority, and
- any liabilities which the Solicitors may have incurred to the Participating Authority or any third party in consequence of anything done as a consequence of any instruction under this Agreement.

14 In the event that the Solicitors fail due to their default to fulfil an obligation by the date specified in an instruction given under this Agreement for such fulfilment, the Solicitors shall, at the request of the Chief Legal Officer and without prejudice to the Participating Authority's other rights and remedies, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter at no additional charge to the Participating Authority.

Gifts or Rewards to Councillors or Officers

15 The Solicitors agree with each Participating Authority that the Participating Authority shall be entitled to terminate this Agreement forthwith and to recover from the Solicitors the amount of any loss resulting from such cancellation if the Solicitors

shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any matter hereunder or if any like act shall have been done by any person employed by or acting on behalf of the Solicitors (whether with the knowledge of the Solicitors or otherwise) or if the Solicitors or any person employed by them shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

The Solicitors' Responsible Partners

16 The Solicitors shall nominate to each Chief Legal Officer a Client Partner and Deputy Client Partner who shall be the prime points of contact between each Participating Authority and the Solicitors, and shall be responsible for ensuring that each instruction from a Participating Authority to the Solicitors is carried out in accordance with this Agreement and to the particular requirements of that Participating Authority.

17 The Solicitors shall provide direct dial, email and mobile telephone numbers for the Client Partner and Deputy Client Partner to ensure that appropriate advice at Partner level is available at all reasonable times, and shall notify each Participating Authority of any changes in such nominations.

Instructions - Official Form

18 This Agreement does not constitute an instruction to the Solicitors to carry out any work on behalf of each Participating Authority.

19 Unless otherwise agreed with the Solicitors and except as set out below, each Participating Authority shall only authorise and instruct work to the Solicitors on the official Instruction Form as appended hereto as Appendix Two or such form as may

be notified by a Participating Authority to the Solicitors for this purpose, and in any case signed by the Chief Legal Officer, and save in the circumstances set out in clause 20 below a Participating Authority shall be under no obligation to pay the Solicitors in respect of any work undertaken by the Solicitors, whether on behalf of the Participating Authority or otherwise, except work undertaken in accordance with an Instruction Form of the Participating Authority sent in compliance with this Agreement.

20 In cases of urgency, as determined by a Participating Authority, a Participating Authority may request the Solicitors to undertake urgent work in advance of receipt of an Instruction Form, and shall then as soon as reasonably practicable send such an Instruction Form to the Solicitors in respect of the urgent work and any subsequent work required by the Participating Authority in respect of that matter.

21 In any matter where a Method Statement has been approved by a Participating Authority for work of that nature, the Method Statement shall be deemed to form a part of that instruction.

22 The Solicitors shall acknowledge in writing to a Participating Authority receipt of each new instruction from that Participating Authority within 5 days of receipt thereof, advising the Participating Authority of the person or persons who will be responsible for undertaking the instruction on behalf of the Participating Authority.

23 Where the Solicitors identify that any instruction which is not for work of a nature for which a Method Statement has been approved by a Participating Authority is such that on the matter, the complexity size or duration of the matter in the opinion of that Participating Authority justifies a Case Plan the Solicitors shall at the earliest opportunity send to that Participating Authority a Case Plan in the form attached

hereto as Appendix Three, detailing for the particular instruction the matters set out in Clause 3 above in respect of Method Statements.

24 Until that Case Plan is approved by the Chief Legal Officer, the Solicitors shall only be entitled to recover from a Participating Authority for any work undertaken on preparation of the Case Plan.

25 Save as set out above, the Solicitors shall be responsible for ensuring that they have received a Participating Authority's instruction before commencing work on any matter on behalf of that Participating Authority.

Altered or Aborted Work

26 Where the Solicitors become aware that there has been any significant change in respect of any matter upon which they have been instructed by a Participating Authority, the Solicitors shall as soon as practicable notify that Participating Authority of the change and where appropriate shall submit an altered Case Plan for approval by that Participating Authority.

27 Without prejudice to the generality of the above, a significant change shall include any of the following:

- where a matter is aborted by reason of the withdrawal of the other party to the transaction prior to completion,
- where the Solicitors receive an offer to settle or compromise any action or matter where the Solicitors do not have the authority from a Participating Authority to respond to that offer in the best interests of that Participating Authority, or
- where the change is such that the matter can no longer proceed in accordance with the Method Statement or Case Plan.

Counsel and Consultants

28 The Solicitors shall only instruct Counsel or a Consultant in respect of any matter on behalf of a Participating Authority where such instruction has been specifically authorised by the Chief Legal Officer.

29 The only circumstances in which such consent will normally be given are:

- where a solicitor does not normally have a right of audience for that purpose;
- where the Chief Legal Officer agrees that the matter is one which involves great complexity of law and requires a degree of specialist knowledge which is not possessed by the Solicitors; or
- where the Chief Legal Officer agrees that it will be less expensive for the Participating Authority if the particular elements of the matter are undertaken by Counsel rather than by the Solicitors.

30 In any case where the Solicitors propose to instruct Counsel or a Consultant, the Solicitors shall obtain the prior approval of the Chief Legal Officer to the fees, or range of fees, of Counsel or the Consultant, and shall only appoint in accordance with such approved fees or range of fees.

31 A Participating Authority shall be entitled to withhold such consent if, in its view, the proposed Counsel or Consultant is not suitable, appropriately qualified, experienced or competent for the particular matter.

Agents and Sub-Contracting

32 The entirety of any instruction shall be carried out by the Solicitors, and the Solicitors shall not be entitled to recover from a Participating Authority any costs which they may incur in employing any agent or sub-contractor (other than Counsel or a Consultant employed under Clause 28 above), unless the Solicitors have

obtained the prior consent of the Chief Legal Officer to the use of agents or to sub-contracting any part of the work to a third party.

33 Where the Solicitors propose to employ an agent or sub-contractor for the performance of any part of an instruction from a Participating Authority, the Solicitors shall advise the Chief Legal Officer of this intention, stating:

- the elements of the instruction which it is proposed that the agent or sub-contractor would perform,
- the reason why the Solicitors are unable to perform those elements of the instruction or to perform them economically, and
- identifying the agent or sub-contractor whom the Solicitors propose to employ for this purpose and the agent's or sub-contractor's charges for undertaking this work.

34 Where the Solicitors employ an agent or sub-contractor to undertake any part of an instruction from a Participating Authority, the Solicitors shall remain responsible to that Participating Authority for the performance of that part of the instruction as if it were carried out by the Solicitors, notwithstanding that Participating Authority's approval of the employment of the agent or sub-contractor for this purpose.

35 Where the Solicitors propose to employ an agent or sub-contractor for the performance of any part of an instruction from a Participating Authority, the Solicitors shall give consideration to whether it might be more economic and efficient for that Participating Authority's staff to undertake that element of the instruction, whether under professional supervision of the Solicitors or otherwise.

Probity

36 The Solicitors shall continuously have regard in the conduct of any matter under this Agreement as to whether there is anything which points to, or raises a significant risk of, any breach or potential breach of law or of any statutory code or statutory guidance or actual or potential maladministration or injustice in respect of a Participating Authority, or any of its powers, duties or functions, or in respect of any related matter such that the circumstances should be drawn to the attention of that Participating Authority's Chief Legal Officer (and also to its Monitoring Officer if that post is not held by the Chief Legal Officer), whether in his statutory role or in respect of this Agreement.

37 Where the Solicitors become aware of any such concern as set out in Clause 36 above, it shall forthwith report the matter fully to that Participating Authority's Chief Legal Officer (and also to its Monitoring Officer, if not the same person), and provide those officers with such reports, documents and information as may be in the Solicitors' possession which might assist them in the performance of their statutory or contractual duties.

38 Nothing contained in this Agreement or any instruction given under this Agreement shall act to exclude or limit the operation of the provisions of the SRA Code of Conduct or other rules and guidance as in force from time to time.

Publication of Notices

39 Where in the Course of any work on behalf of a Participating Authority the Solicitors are required to publish any statutory or other notice any notices shall be:

- approved by, or in a form approved by, the Chief Legal Officer,

- published in the name of the Solicitors as solicitors to that Participating Authority for that purpose, unless otherwise instructed by that Participating Authority, and
- where the notice is to be published in a local newspaper, published in accordance with that Participating Authority's advertising arrangements as may be notified by that Participating Authority to the Solicitors.

40 Where, in conjunction with such notice, documents are required to be deposited for public inspection, the Solicitors shall determine the location and arrangements for such deposit in consultation with that Participating Authority, to be a location which is convenient to the public and where a member of the public can seek advice on the matter from a person who has knowledge of the particular matter.

Health and Safety

41 The Solicitors shall ensure that they, their staff, agents and contractors act in accordance with the requirements of the Health and Safety at Work etc Act 1974 and all other relevant health and safety legislation or other instrument having the force of law or code of practice which may be in force during the period of this Agreement.

42 The Solicitors shall indemnify a Participating Authority against any loss occasioned to that Participating Authority by any breach of the above provisions.

43 The Solicitors shall arrange and maintain throughout the currency of this Agreement appropriate insurance in respect of any liabilities which they may incur in respect of Health and Safety and shall produce to each Participating Authority upon demand a copy of the policy of insurance and of the receipt for the last premium paid in respect thereof.

Conflicts of Interest

44 The Solicitors shall take all necessary steps to identify any conflict of interest which might arise between a Participating Authority and any other client of the Solicitors at the earliest possible opportunity.

45 Where such a conflict of interest is identified, the Solicitors shall immediately notify the Chief Legal Officer, and shall thereupon resolve the conflict in accordance with the rules and procedures for the time being prescribed by the Law Society.

Execution of Deeds and Documents

46 The Solicitors shall submit any documents requiring sealing by a Participating Authority or signature on behalf of that Participating Authority, together with a sealing request in such form as may be prescribed by that Participating Authority, to the Chief Legal Officer for sealing or signature.

Deeds and Documents

47 The Solicitors shall be responsible for a Participating Authority's deeds and documents whilst they are in the Solicitors' custody, possession or control.

48 The Solicitors shall exercise all due care to preserve all such papers, and shall allow the Chief Legal Officer, any other officer of that Participating Authority whom he may authorise and that Participating Authority's auditors free and full access at all reasonable times to any deeds and documents which the Solicitors hold on behalf of that Participating Authority

49 As and when so instructed by the Chief Legal Officer, the Solicitors shall arrange for such deeds and documents to be made available to the Chief Legal Officer or to any other officer of that Participating Authority whom he may authorise

for inspection at such place and time as the Chief Legal Officer may notify to the Solicitors.

50 Upon the termination of this Agreement, or as and when so instructed by a Participating Authority, the Solicitors shall return to that Participating Authority or deliver to such other legal service provider as that Participating Authority may notify to the Solicitors, any deeds and documents which they hold on behalf of that Participating Authority.

Participating Authority's Policies, Standing Orders and Financial Regulations

51 In the performance of this Agreement, the Solicitors shall at all times comply with a Participating Authority's Constitution, in so far as this has been supplied to the Solicitors by that Participating Authority or where it is available on that Participating Authority's website.

Information

52 Both parties will observe all their obligations under the Data Protection Act 1998 which arise in connection with this Agreement. The Solicitors will ensure that they do not knowingly or negligently do or omit to do anything which places a Participating Authority in breach of its obligations under the Act

53. Each party shall treat any information which has been designated as confidential by the other in writing as confidential and shall not disclose such information to any other person without the prior written consent of the other Party except to such extent as may:

- be public knowledge (otherwise than by breach of this Agreement);;
- required by law; or
- required by any regulatory body of either Party

54. A Participating Authority shall be responsible for determining at its absolute discretion whether any information including confidential information is to be disclosed or exempt from disclosure in response to a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

Best Value and Benchmarking

55 In the performance of this Agreement, the Solicitors shall seek to assist the Participating Authorities in achieving the performance of their duty to secure the continuous improvement of their services under the Local Government Act 1999

56 Without prejudice to the generality of the above, the Solicitors shall seek to identify ways in which any matter or work type upon which the Solicitors is instructed by a Participating Authority may be carried out more efficiently or effectively, for example:

- by being undertaken by the Participating Authority's own staff, with or without the provision of training or supervision by the Solicitors;
- by being undertaken in a different manner to achieve the Participating Authority's objectives;
- by assisting the Participating Authority to develop quality standards for the provision of legal services;
- by assisting the Participating Authority to develop and implement production methodology, including the application of information technology to systemise the performance of legal work, to monitor and supervise its performance, and to ensure consistency of quality, method and performance; or
- by providing access to precedents and model documentation.

and the Solicitors shall advise the Chief Legal Officer accordingly, and shall, if so requested by the Chief Legal Officer, provide him with a detailed breakdown of the activities required for the completion of any instruction from the Participating Authority.

57 Where so requested by the Chief Legal Officer, the Solicitors shall provide that Participating Authority with performance information, in terms of the Solicitors' performance in respect of any work undertaken on behalf of the Participating Authority against such national performance indicators as may be determined by the Audit Commission or other external auditor or regulatory body or by statute for local authorities.

Without prejudice to the generality of the foregoing, the Solicitors shall:

- Provide the Branch Secretary from time to time of the Southern Branch of Lawyers in Local Government ("LLG") on 1st February, 1st May, 1st August and 1st November each year (or as soon as practicable thereafter) starting [date] with the total value of all work for each work area in Appendix 4 carried out by the Solicitors for each Participating Authority for the previous 3 month period.
- Issue not less than annually commencing on or before the first anniversary of this Agreement a customer satisfaction questionnaire to each Participating Authority who has utilised the services of the Solicitors in the preceding 12 month period in a form to be provided from time to time by the Branch Secretary of the Southern Branch of LLG and to provide the Branch Secretary with copies of all returned questionnaires within 10 days of receipt

58 Where so requested by the Chief Legal Officer in order to assess the competitiveness of the legal services which are provided or procured by that Participating Authority, the Solicitors shall provide the Participating Authority with

comparative costing information, in terms of the price which the Solicitors would charge to that Participating Authority for undertaking specified legal work.

Charges - Hourly Rates

59 The Solicitors shall charge a Participating Authority at the rates set out in the Solicitors' tender proposal (as referred to in Appendix Five) for all work undertaken on behalf of that Participating Authority in the performance of any instruction given under this Agreement, unless an alternative charging basis is agreed in respect of any particular instruction or work type. These hourly rates are exclusive of VAT

Disbursements

60 The Solicitors shall be entitled to recover from a Participating Authority the following, but only the following, disbursements where reasonably incurred in the performance of an instruction of that Participating Authority:

- Travel costs for any journey of over 25 miles at actual train fare costs, taxi fares and other public transport fares or the Solicitors' standard mileage rates, as reasonably incurred according to the most efficient means of making the journey;
- Travelling time at 50% of the standard hourly rate unless:
 - the time is actually engaged upon chargeable work for that Participating Authority when the standard hourly rate may be charged;
 - or
 - the time is actually engaged upon chargeable work for another client of the Solicitors when no charge shall be made;
- Counsel's and Consultant's fees, subject to the prior approval of such fees or range of fees under Clause 30 above;

- Agent's and sub-contractor's fees, subject to the prior approval of such fees or range of fees under Clause 33 above;
- Court fees, and fees of any tribunal;
- Search fees, for Company, Land Registry, local land charge and Local Authority searches and enquiries;
- Courier's fees, where the use of the courier has been approved in advance by the Chief Legal Officer;
- Photocopying charges at the Solicitors' standard rates; and
- any other disbursement which shall have been approved in advance by the Chief Legal Officer as required for the reasonable performance of the instruction.

61 No charge shall be made in respect of postage and other "office" costs.

Pre- Instruction Enquiries and Review Meetings

62 No charge shall be made by the Solicitors in relation to any pre-instruction enquiry by the Chief Legal Officer or any other officer of a Participating Authority, the purpose of which is to determine whether that Participating Authority will instruct the Solicitors on a particular matter, and which comprises:

- In contentious matters, providing the Solicitors with a description of the facts and issues and the Solicitors advising:
 - whether there is a legal problem;
 - whether there is a constructive legal remedy available;
 - what costs and benefits that Participating Authority might anticipate from such legal action;
 - whether the Solicitors have the experience and expertise to provide such legal remedy efficiently;

- the likely timetable for any such action;
 - the information, documentation, decisions, witnesses and support which the Solicitors would require from that Participating Authority in order to pursue that remedy; and
 - the probable order of costs which that Participating Authority would incur, whether in the Solicitors' fees or otherwise, in undertaking such action in other matters..
- In non-contentious matters, providing the Solicitors with a description of the proposed agreement or arrangement and the Solicitors advising:
 - whether the Solicitors have the experience and expertise to draft such agreement and related documentation (if any);
 - the likely timetable for carrying out the necessary work;
 - whether there is any further information that the Solicitors will require from that Participating Authority in order to carry out the work; and
 - the probable costs of carrying out the work and any factors which may affect such costs (if relevant).

63 At any point in the course of such pre-instruction enquiry, it shall be open to either party to determine that the dialogue has now extended beyond a pre-instruction enquiry and is now a matter which requires a formal instruction.

64 There shall be no charge for attending meetings held for administrative and management purposes, rather than connected with an instruction given under this Agreement, providing such meetings are held no more frequently than once every quarter.

65 The Solicitors shall provide all necessary assistance to a Participating Authority at no additional charge in meeting any requests for information which are

made to it in connection with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 within the respective times for compliance set out in them.

Charging Structure

66 The above charging structure is accepted by the Solicitors as an initial basis for costing, but the Solicitors will remain willing to seek to agree with a Participating Authority an alternative basis of charging in respect of an individual instruction or of work of a particular description, which alternative basis may include the agreement of unit rates for particular jobs or descriptions of work, capped or conditional fees, or elements of risk-sharing

Review of Charges

67 The charges set out above shall remain for all work undertaken by the Solicitors on the instruction of a Participating Authority within a period of 12 months from the Commencement Date.

68 The charges shall be reviewed annually on the anniversary of the Commencement Date.

69 As from each review date, all charges under this Agreement shall be increased by reference to the increase in the UK Retail Price Index as published by or on behalf of HM Government relating to the period from the Commencement Date or the previous review date up to and including the current review date, whichever shall be the shorter period

70 The charges as so reviewed shall apply to all hourly-rated work undertaken within the currency of such reviewed charges, but save as may otherwise be agreed, unit-rated work shall be charged entirely at the unit rates applying at the date of

instruction by a Participating Authority and the Solicitors shall give prior notice in writing to that Participating Authority of any changes to unit rates.

Billing and Payment

71 The Solicitors will render monthly itemised bills for all work in progress on hourly-rated work undertaken and for all unit-rated work completed in the period since the last date included within the previous bill, and such bill shall be rendered as soon as practicable after the close of that period.

72 Where requested, the Solicitors shall provide a report in electronic form including all the information comprised in the bill, to facilitate a Participating Authority in arranging the verification and payment of the bill, but this shall not remove the requirement to provide a paper bill for evidential and VAT purposes.

73 The Solicitors shall supply with each such bill such supporting documentation and receipts as a Participating Authority may require in order to check the accuracy of the bill.

74 A Participating Authority shall pay each such bill within 30 days of receipt thereof except in so far as it has notified the Solicitors within 10 days of receipt thereof that it requires rectification, clarification or justification of a particular element, in which case the Solicitors shall provide such rectification, clarification or justification within 10 days of such request, and that Participating Authority shall then pay such rectified bill or such sum as may be agreed by the parties as due following such clarification or justification within 30 days thereof.

75 All sums due from a Participating Authority which are not paid on the due date (without prejudice to any other rights of the Solicitors under this Agreement) shall bear interest from day to day at the annual rate of 4% over the daily base lending rate of National Westminster Bank PLC.

Insurance

76 The Solicitors shall arrange and maintain at all times during the currency of this Agreement and for a period of 6 years after its termination insurance for professional indemnity to cover all work undertaken by the Solicitors for a Participating Authority in the sum of not less than £5 million per claim.

77 The Solicitors shall upon demand produce to a Participating Authority a copy of the policy of insurance and of the receipt for the last premium paid in respect thereof.

78 These provisions are in addition to the Solicitors' obligations under the SRA Indemnity Insurance Rules or other rules and guidance as in force from time to time..

Avoidance of Discrimination

79 The Solicitors shall ensure that the Solicitors, and their staff, and anyone employed by them in the performance of this Agreement do not breach any equality legislation and, in particular, unlawfully or unfairly discriminate on grounds of:

- Age;
- Disability;
- Gender reassignment;
- Marriage or civil partnership;
- Pregnancy or maternity;
- Race;
- Religion or belief;
- Sex; or
- Sexual orientation.

Complaints

80 The Solicitors shall deal with all complaints which may be received in respect of any matter in or arising under this Agreement.

81 This procedure relates to any complaints received in respect of the Solicitors, its staff, or any person employed by the Solicitors to undertake any of the obligations arising under this Agreement.

82 The Solicitors shall nominate one of the Partners in the firm, or in default the Senior Partner shall be nominated, to receive and deal with any such complaints.

83 Upon receipt of a complaint, the Solicitors shall forthwith investigate the same and provide a written report to that Participating Authority setting out:

- The Solicitors' opinion as to whether the complaint is justified in whole or in part;
- any apology which the Solicitors offer to any person in respect of the matter
- the Solicitors' proposals to remedy the matter; and
- any actions which the Solicitors propose to take in order to prevent a repetition of the matters giving rise to the complaint.

84 The Solicitors shall co-operate fully with any investigations by the Commission for Local Administration (Ombudsman) in England or Wales, the Audit Commission, a statutory officer of that Participating Authority, or other statutory regulatory or inspection regime.

85 These arrangements shall be in addition to and not in substitution for any other arrangements which may be in force for dealing with complaints, including:

- the inherent powers of the Courts;
- the Solicitors' duties as solicitors to the Courts;
- the jurisdiction of the Solicitors Regulation Authority;
- the jurisdiction of the Office for Legal Complaints and the Legal Ombudsman;

- the provisions of any Quality Assurance scheme for which the Solicitors may be accredited, and
- the Solicitors' own complaints procedures

Copyright, Patents, Royalties etc.

86 The Solicitors shall not use, manufacture, supply or deliver any process, article, matter or thing in connection with this Agreement such that any activities of or on behalf of a Participating Authority would be an infringement of any patent or patent rights or copyright, and shall indemnify that Participating Authority against all loss which that Participating Authority may sustain by reason of any such infringement, whether wilful or inadvertent and against the payment of any royalties or other fees which may be required to enable that Participating Authority lawfully to use that process, article, matter or thing in the manner for which it was delivered and received.

87 Nothing in this Agreement shall prevent the Solicitors or a Participating Authority from using data processing techniques, ideas and know-how gained during the performance of instructions given under this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of confidential information or an infringement by the Solicitors or that Participating Authority of any intellectual property right.

Communication

88 Any communication or notice from the Solicitors to a Participating Authority shall be sent to the principal offices of that Participating Authority.

89 Any communication or notice from a Participating Authority to the Solicitors shall be sent to the principal offices of the Solicitors.

90 Notwithstanding the above, any communication or notice between the parties may be sent by fax or email to fax numbers or email addresses which have been notified by the party receiving the notice or communication to the party sending the notice or communication, but the party which sent that notice or communication by such means shall only be entitled to rely upon receipt of that notice or communication where such receipt has been acknowledged in writing by the receiving party.

Disputes

91 In the event of either party being dissatisfied with the conduct of the other party in relation to the performance of this Agreement, the Client Partner or Deputy Client Partner on behalf of the Solicitors or the Chief Legal Officer on behalf of the Participating Authority may send a Notice of Dissatisfaction to the other party setting out the matter to which the notice relates and the reasons for such dissatisfaction.

92 Upon receipt of such notice, the party to whom the notice has been sent shall provide a written response within 10 days setting out:

- whether they accept that the matter was unsatisfactory;
- any proposals to remedy the matter; and
- any proposals to prevent a recurrence of the events which gave rise to the dissatisfaction.

93 Upon receipt of that response, the dissatisfied party shall advise the other party as to whether he is satisfied with the response and the proposed actions. If he is not so satisfied, he may declare a dispute, in which case, if the Chief Legal Officer and the Client Partner are unable to agree a means of resolving the matter to the satisfaction of both parties, the matter shall be referred to an arbitrator agreed

between the parties, or in default of agreement appointed by the President of the Law Society.

Interpretation

94 “Agreement” means this form of agreement and all the terms and conditions contained in it together with:

- the invitation to tender for the external provision of legal services;
- the pre-qualification questionnaire used to select the Solicitors as a tenderer for this agreement;
- the Solicitors’ response to that pre-qualification questionnaire; and
- the Solicitors’ tender proposal.

95 “Consultant” means any person retained by the Solicitors for the purpose of providing professional or technical expertise for the performance of this Agreement, and includes any expert witness, adjudicator or arbitrator.

96 “Chief Legal Officer” means the person nominated from time to time by a Participating Authority as the officer of that Participating Authority responsible for the management of and the giving of instructions under this Agreement on its behalf.

97 “Commencement Date” shall mean the date defined for the commencement of this Agreement in Clause 10 hereof.

98 “Statutory Officer” means any officer for the time being appointed by the Participating Authority for the purpose of sections 4 or 5 of the Local Government and Housing Act 1989 or Section 151 of the Local Government Act 1972.

99 Any reference to days means working days

100 Any reference to a statute or other instrument shall include reference to any other statute or instrument amending or replacing it.

101 If any provision of this Agreement is held invalid illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect. Should a holding of invalidity be so fundamental as to prevent the accomplishment of the objectives of this Agreement or any of them the Parties shall immediately start negotiations in good faith to remedy the invalidity.

AS WITNESS the hands of the parties hereto the day and year first before written

For and on behalf of each of the Participating Authorities

1. [The Participating Authorities]

and

[Insert partner(s) name(s)]

For and on behalf of the Solicitors

Appendix One

Participating Authorities

Authority

Chief Legal Officer

The Solicitors' Partners

Appendix Two

[] Participating Authority

Legal Services Instruction Sheet

Instruction Number: _____

To:	
Matter Title:	
Instructing Officer Details Name: Job Title: Department: Postal Address: DX Address: Email Address: Telephone No:	
File Ref:	
Brief Description of Matter:	
Details of any Lawyer Previously consulted on matter: Solicitor Details: Other:	
The Participating Authority's Agents: Name of Contact: Name of Company: Address: Telephone No:	
Other Party Details Name: Address:	

Telephone No:	
Other Party Lawyer Details Name of Contact: Name of Firm: Address: Telephone No:	
Immediate Actions Required:	
Documents attached / to follow:	
Fee Basis Agreed Fee: Hourly Rates: Special Fee Arrangements: Quote Required:	
Additional Instructions:	
Date of Instruction:	
Signature of Chief Legal Officer	

Acknowledgement of Instruction

Participating Authority's Instruction Number:	
Date of Receipt of Instruction:	
Instruction Received From:	Participating Authority
Matter Title:	
Participating Authority's Contact Officer:	
Date of Instruction:	
Participating Authority's File Reference:	
Client Partner:	
Partner to whom instruction Allocated:	
Lawyers undertaking Work Associates: Assistant Solicitors: Other:	
Fee Basis Agreed:	
Estimated time required to Complete:	
Case Plan Required?:	
Actions/Authorisations/Decisions required from the Participating Authority:	
Signature of Partner	

Date of Acknowledgement:	
---------------------------------	--

Appendix Three

CASE PLAN

The case plan is to be submitted to, and approved by the Chief Legal Officer and, any significant alteration of or departure from the approved case plan must be promptly advised to and approved by the Chief Legal Officer.

Subject/File Name:	
Client's Name	
Client's contact officer:	
Client's Reference:	
Instruction Number:	
Date of Instruction:	
the Solicitors Matter Number:	
the Solicitors Supervising Partner:	
Telephone Number:	
E-mail address:	
General description of action(s) required:	
Steps or processes required to complete the instruction:	
Significant statutory or other regulatory provisions, including any relevant time limits:	
Any foreseeable problems or contingencies which may arise in the course of the work, and how these will be resolved:	
Any alternative strategies for undertaking the work, and any decisions which will be required of the client in connection with the work:	

Complexity and likely volume of each element of the work and, individuals or grade of legal staff who will undertake each element of the work:
Likely timetable for completion of the work, and the likely scale and timing of any costs and/or receipts to the client arising from the work (in sufficient detail to enable the client to budget for and monitor the progress of the work):
Any information which the Solicitors will require from the client or any other person in order to undertake the work, and any elements of the work which can reasonable and efficiently be undertaken by the client through its own legal staff:
Any other matters to which the client's attention should be drawn:
How frequently will the Solicitors review progress and report to the Client:
Signature of Supervising Partner:
Date of submission of draft Case Plan:
Any Comments/Amendments from the Client:
Signature of the Chief Legal Officer:
Date of Approval/Alteration of Case Plan by the Client:

Appendix 4

WORK AREAS

Appendix 5

TENDER DOCUMENTS

The tender document is that document submitted by the Solicitors in response to the Invitation to Tender issued by the Participating Authorities

© Lawyers in Local Government Southern Branch

No part of this publication may be reproduced in any material form without an acknowledgement of the copyright owner to the copyright of this publication.