

# Legal Services by Solicitors Framework

Your guide to engaging advice and guidance from  
Solicitors

Customer guidance notes  
Ref: NPS-PS-0001-14



# Contents

Section	Page
1. Overview of the Legal Services by Solicitors Framework Agreement	3
2. Lotting Arrangements	5
3. Number of Solicitors' Firms	5
4. Insurance Requirements	6
5. How to use the Framework	6
6. About NPS and our Frameworks	9
7. Services Available via this Framework	9
8. Supplier Information	10
9. Pricing Information	10
10. Managing the Framework	10
11. Background to the Procurement	11
12. Period of the Framework	11
<b>Annexes</b>	
1. Specification	
2. Non Disclosure and Access Agreement	
3. Funnelling Tool (as separate document)	
4. eTrading Guidance (as separate document)	
5. Conditions of Appointment (as separate document)	
6. Business Case Template (as separate document)	

## Other Frameworks which may be of interest:-

**NPS-PS-0003-14 Resource Efficiency**  
Energy efficiency advice, guidance and research

**NPS-PS-0002-14 Welsh Translation**  
Full range of written translation and interpretation services Welsh-English and English Welsh

**NPS-PS-0004-14 Construction Consultancy (Property)**  
A range of services related to the building and maintenance of property

**NPS-PS-0025-15 Cash Collection Services**  
The provision of a robust and secure cash collection service.

Please contact the National Procurement Service Professional Services Team for more information:-

**[NPSProfessionalServices@wales.gsi.gov.uk](mailto:NPSProfessionalServices@wales.gsi.gov.uk)**

## 1. OVERVIEW OF LEGAL SERVICES BY SOLICITORS FRAMEWORK AGREEMENT

This Framework offers customers a quick, simple and competitive route to solicitors' services. The Framework offers access to pre-approved firms that have been rigorously assessed on the quality of the services they provide.

The Framework comprises eleven disciplines across 21 lots, as follows:

- Lot 1a - Adult Social Services Law (South Wales)
- Lot 1b - Adult Social Services Law (North Wales)
- Lot 2a - Child Social Services Law (South Wales)
- Lot 2b - Child Social Services Law (North Wales)
- Lot 3a - Civil Litigation (South Wales)
- Lot 3b - Civil Litigation (North Wales)
- Lot 4a - Corporate Governance & Ethical Standards (South Wales)
- Lot 4b - Corporate Governance & Ethical Standards (North Wales)
- Lot 5a - Criminal Litigation (South Wales)
- Lot 5b - Criminal Litigation (North Wales)
- Lot 6a - Education Law (South Wales)
- Lot 6b - Education Law (North Wales)
- Lot 7a - Employment Law (South Wales)
- Lot 7b - Employment Law (North Wales)
- Lot 8a - Major IT & Commercial Contracts (South Wales)
- Lot 8b - Major IT & Commercial Contracts (North Wales)
- Lot 9a - Planning & Environmental Law (South Wales)
- Lot 9b - Planning & Environmental Law (North Wales)
- Lot 10a - Property Law (South Wales)
- Lot 10b - Property Law (North Wales)
- Lot 11 - Specialist Welsh & UK Higher Education Advice for the Higher Education Funding Council for Wales (HEFCW)

A full breakdown of geographical regions (based on county boundaries) that are covered under the South and North Wales lots is provided under section 2.

The schedule of legal services used within the procurement is attached as annex one.

### **WHO CAN USE THIS FRAMEWORK?**

The Framework is available for use across Wales by any public sector body (hereafter, referred to as “organisation”) including, but not limited to:

- Local Authorities
- Welsh Government
- Higher and Further Education Bodies
- Police and Emergency Services
- NHS
- Welsh Government Sponsored Bodies (i.e. Natural Resources Wales, Arts Council for Wales etc.)

### **BENEFITS OF USING THE FRAMEWORK**

- It's quick and easy to use. The Framework is EU/UK Compliant so there is no need for you to run a full EU tender for your requirement.
- Pre-agreed terms and conditions. All firms on the Framework have agreed to the Framework Terms, which will underpin all contracts placed under the agreement. Therefore, you will save time by not having to enter into lengthy negotiations with the firms.
- Firms' capabilities assessed. All firms listed on the Framework have already been assessed on their experience and professional ability by public sector legal representatives.
- Template documentation. NPS has created template specifications and further competition documentation, which is freely available on request. This will assist organisations in procuring from the Framework, helping to ensure the quality of bids/quotes received.
- Full use of these tools provides full compliance with the Public Accounts Committee review of collaborative procurement (2013).
- Services will be tailored to your individual requirements. Organisations will be able to specify their exact legal service requirements to ensure value for money and suitability.
- It's free. There is no charge for organisations to use this Framework.

### **PUBLIC ACCOUNTS COMMITTEE (PAC) RECOMMENDATIONS ON BUYING CONSULTANCY SERVICES 2013**

- This framework fully supports the PAC Recommendations on Buying Consultancy Services 2013.
- Before engaging external services you should always assess the availability of internal or other public sector resource that may be available through a shared service arrangement.
- Many public sector organisations have in house Legal Services teams. Please ensure that you discuss any requirement for legal support with them first.
- A number of organisations have come together to deliver a shared service approach to legal advice and guidance. Again your Legal Services team will be able to advise you if this is the case.
- For larger commissions we also recommend you produce a business case.
- To support this approach we have provided a Business Case template at Annex 6.
- Producing a business case will help you fully define your requirements in advance of any procurement and will assist your Legal Services team or other resourcing teams in identifying the availability of internal resource.
- The full list of PAC recommendations and background to the investigation can be found at <http://www.senedd.assembly.wales/mgIssueHistoryHome.aspx?IId=5874>

## Useful Information

Framework Reference: NPS-PS-0001-14

**Start Date:** 1<sup>st</sup> September 2015

**End Date:** 31<sup>st</sup> August 2019

*The 4 year framework period includes Break Clauses allowing the NP to terminate at the end of years 2 and 3.*

## Key Contact Details

Contact NPS via [NPSProfessionalServices@wales.gsi.gov.uk](mailto:NPSProfessionalServices@wales.gsi.gov.uk)

Carla Lavender – Professional Services Category Manager

Tel: 01443 663871

## 2. LOTTING ARRANGEMENTS

### Regional

Each discipline is sub-divided into two geographic areas:

#### North Wales Region

Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Powys\* and Wrexham

#### South Wales Region

Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Pembrokeshire, Powys\*, Rhondda Cynon Taf, Vale of Glamorgan, Swansea, Torfaen

\* *Due to the geographic nature of Powys, organisations within this County's boundaries have access to services under both North and South Wales regions.*

Organisations can utilise the lot appropriate to their location.

## 3. NUMBER OF SOLICITORS' FIRMS

There are 19 firms on the Framework with a maximum of 7 in any one lot, across the disciplines as a whole this breaks down as follows:-

Discipline	Region	Number of Firms
Adult Social Services Law	South Wales	5
	North Wales	7
Child Social Services Law	South Wales	1
	North Wales	3
Civil Litigation	South Wales	7
	North Wales	7
Corporate Governance & Ethical Standards	South Wales	7
	North Wales	7
Criminal Litigation	South Wales	4
	North Wales	3
Education Law	South Wales	5
	North Wales	5
Employment Law	South Wales	7
	North Wales	7
Major IT & Commercial Contracts	South Wales	7
	North Wales	7

Planning & Environmental Law	South Wales	7
	North Wales	7
Property Law	South Wales	7
	North Wales	5
Specialist Welsh & UK Higher Education Advice for the Higher Education Funding Council for Wales	N/A	1

#### 4. INSURANCE REQUIREMENTS

The following insurance requirements were a condition of participation for successful firms:-

<b>Public Liability Insurance</b> to an amount that is reasonable to cover the firm's potential liability.
<b>Professional negligence</b> to cover claims up to £5,000,000 for each and every claim or series of claims.

Firms are aware that Organisations are entitled to request different levels of insurance, provided that these are notified to the Firms at the time they are invited to submit their proposals.

Please ensure that any amendments to the insurance levels are proportionate to the activities being procured.

#### 5. HOW TO USE THIS FRAMEWORK

**STEP ONE** – Only those organisations **who have not signed up to the National Procurement Service (NPS)** are required to complete and return the Non Disclosure and Access Agreement (annex two) for participation in the NPS Legal Services by Solicitors Framework Agreement.

The Agreement attached at annex two should be returned by e-mail to the NPS Professional Services mailbox: [NPSProfessionalServices@Wales.GSI.Gov.UK](mailto:NPSProfessionalServices@Wales.GSI.Gov.UK) , prior to commencing use of the agreement.

**STEP TWO** - Please check Sell2Wales to ensure you have the latest version of the User Guide:

<http://www.sell2wales.gov.uk/>

Select - Contracts and Resources, Professional Services, NPS-PS-0001-14 Legal Services by Solicitors

#### STEP THREE – THE FUNNELLING TOOL

In addition to this user guidance you can access the NPS Legal Services by Solicitors' Funnelling Tool at annex three.

This spreadsheet allows you to identify all the firms on the appropriate lot by a simple exercise of filtering by discipline, region and then hourly rates where applicable.

All the firms contact details can be found within this tool along with their pricing information.

**Please note** - the pricing information is supplied in strict confidence and must not be disclosed the same or any part thereof to any other person, organisation or company and must only be used for accessing the framework, unless you are required to by law to disclose. This information is restricted only to those persons reasonably required to know it and in any event, your employees, agents, consultants and sub-contractors (if any) must be bound to hold such information in confidence and to use such information only for the purposes of accessing the framework.

## CATALOGUES

This framework has been set up within eTrading Wales allowing user organisations access to e-Ordering through the catalogues set up and also mini competitions via the Request for Quotation (RFQ) functionality within contracts directory.

Full guidance on using eTrading Wales will be made available in annex four.

## STEP FOUR – ORDERING PROCEDURE

If an Organisation wishes to source services through the Framework it shall first determine from:

- information supplied by the Firm (whether incorporated in their responses to the Tender or otherwise);
- information publicly available (including through the Firms' own web-sites, legal directories or elsewhere); and
- information shared between the NPS and Organisations relating to Key Performance Indicators;

which Firms are capable of performing the required Services.

The Organisation may then choose a capable Firm with whom to place an Order in one of the following ways:

- by choosing the Firm who demonstrably offers best value for money for its requirement when judged against the criteria of:
  - **speed of available response**, (including, without limitation, capacity to meet required deadlines and, where relevant, geographical location);
  - **quality** (including as appropriate: capability, expertise, past performance, availability of resources and proposed methods of undertaking the work); and
  - **price**; or
- by **operating a rota system** between capable Firms; or
- by consulting in writing all the capable Firms and inviting them within a specified time limit, to submit a tender in writing (**mini competition**) for each specific contract to be awarded and by choosing the one which offers best value for money when judged by the criteria set out above.

## MINI-COMPETITION PROCEDURE

Firms will be eligible to bid for individual projects or areas of work under a mini-competition process which will be operated by Organisations as required during the period of the Agreement.

"Mini-Competition Award Criteria"	means the award criteria for the evaluation of Firms' responses to Mini-Competitions which will be weighted 40% Technical (Non-Commercial) and 60% Price (Commercial), as set out below:	
	<b>Non-Commercial Criteria</b>	<b>Weighting</b>
	Speed of available response	10%
	Quality	30%
	<b>Commercial Criteria</b>	
Price	60%	

Any Organisation ordering the services under this Framework Agreement through a mini competition may:

- adopt criteria set out above when developing its statement of requirements for the Services and identify the Firms capable of supplying the services;
- refine the Call-off Terms to reflect its service requirements;
- invite only those Firms who are eligible to provide services across all of the relevant disciplines where a multi-disciplinary mini-competition is being undertaken

Subject to any particular requirements that may be specified in relation to any competition, the process for carrying out mini-competitions will be as follows:

**Step 1:** Wherever possible, advance notice of future mini-competition opportunities will be given. The Organisation must invite all Firms within the discipline(s) they wish to consider to participate in the Mini-Competition. As part of this process the Organisation may require the Firms to respond to a collaborative (multi-organisation) or non-collaborative (single organisation) competition.

The Firms' contact details are provided within the Funnelling Tool at Annex three.

**Step 2:** When mini-competition documentation is available it will be sent to all Firms. The documentation will include a brief statement of the specific requirement for legal services arising in relation to the particular tranche of work or project that is the subject of the competition and a statement of the issues that the Firm is required to address in its bid. These issues will relate to experience and expertise in the field of work in question and an invitation for cost proposals.

Firms may be asked to offer fixed or capped fees or reductions from the general rates bid under this process. Organisations must attempt to give as long a time period as possible for the return of bids, though Firms are aware that this will depend on the circumstances of the case.

**Step 3:** Organisations are entitled to adjust the Mini-Competition Award Criteria weightings by a maximum of plus or minus 30% and/or to introduce sub-criteria which derive from the criteria set out above; and, Organisations are entitled to request different levels of insurance; provided that these are notified to the Firms at the time the Firms are invited to submit their proposals.

**Step 4:** The Organisation shall evaluate any Firms' proposals in accordance with the Mini-Competition Award Criteria and the Organisation's requirements as specifically stated in the statement of requirements.

**Step 5:** The Organisation can, at its sole option, decide whether or not to select a Firm to provide the Services as set out in the specification. If the Organisation decides not to select a Firm the Organisation should notify all potential Firms of the same and the Mini-Competition Procedure will be discontinued. The Organisation may at its option repeat the Mini-Competition Procedure.

**Step 6:** If the Organisation decides to select a Firm, the Organisation shall notify all other potential Firms in writing of their failure to be selected.

Firms are aware that an on-line Electronic Reverse Auction may be used in conjunction with mini competitions if an Organisation wishes to do so.



## **MINI-COMPETITION TEMPLATE DOCUMENTATION**

To assist you in developing your specification and mini competition, template documentation that has been developed by NPS is available for you to use and supports this User Guide.

You will find the following templates available with the guidance document within sell2wales.

- Mini Competition Requirements Template
- Mini Competition Technical Response Template
- Mini Competition Commercial Response Template.
- Business Case Template

If you need assistance with the template documentation, please contact the NPS Category Manager on page 5 of this guide.

The default Conditions of Appointment under this framework agreement are attached at annex five.

The Conditions of Appointment shall apply to all Organisations' Contracts together with any appropriate Special Terms (notified by the Organisation to the Firm in its Order). Special Terms may not be used to substantially alter the Conditions of Appointment.

In the event of any inconsistency or conflict between the Conditions of Appointment and the Special Terms, the Special Terms shall prevail

## **6. ABOUT NPS AND OUR FRAMEWORKS**

NPS is a new approach to collaborative public procurement in Wales.

The NPS became operational in November 2013 and is managed through Category Teams that will respond to the requirements of the customer organisations and negotiate Frameworks and contracts on their behalf, getting the best possible deal for Welsh public sector.

Further information on NPS can be found at: <http://npswales.gov.uk/about-us>

## **7. SERVICES AVAILABLE VIA THIS FRAMEWORK**

A Framework Agreement is, essentially, an agreement with suppliers to establish terms governing contracts that may be awarded during the life of the agreement. In other words, it is a general term for agreements that set out terms and conditions for making specific purchases (call-offs).

Organisations may use the Framework to set up supply arrangements quickly and simply.

**The specification used to establish the framework can be found at annex one.**

## **8. SUPPLIER INFORMATION**

For ease of reference, the names and contact details for Firms on the Framework are available within the Funnelling Tool. Firms are listed in alphabetical order and are not ranked in any way.

## 9. PRICING INFORMATION

The hourly rates contained within the funnelling tool show the maximum hourly rate that firms are able to charge for their services under the Framework for the following levels of seniority:

<b>Grade:</b>	<b>Description:</b>
<b>Partner</b> <i>(including Senior Partner and Consultant)</i>	Partner/Senior Partner; and Legal Consultant – technically qualified in some other area; for example Planning or environmental matters
<b>Associate</b> <i>(including Senior Associate)</i>	5 years or more post qualified experience
<b>Solicitor</b> <i>(including Junior/Senior Assistant)</i>	Up to 4 years post qualified experience
<b>Paralegal / Legal Executive</b>	Part qualified lawyer / qualified legal executive

During mini competitions Firms can submit hourly rates that either match or are lower than the maximum rates but **cannot exceed them**.

## 10. MANAGING THE FRAMEWORK

As this is a Framework from which organisations can conduct further competition, NPS will not be involved in the day to day management of the Firms and the services they provide to you. However, NPS will be closely monitoring the progress and performance of the arrangement throughout the life of the Framework to ensure organisations' needs are being appropriately met.

If you have any queries or require support regarding the use of the framework, or experience any issues please contact NPS via:-

**[NPSProfessionalServices@wales.gsi.gov.uk](mailto:NPSProfessionalServices@wales.gsi.gov.uk)**

Carla Lavender – Professional Services Category Manager

Tel: 01443 663871

## **11. BACKGROUND TO THE PROCUREMENT**

**This section is simply background information for those who may be interested in using the Framework and want to understand a little more about the process the National Procurement Service (NPS) followed when setting it up.**

### **Where did the Legal Services by Solicitors Framework come from?**

The NPS has worked collaboratively with the Central and South West Wales shared Legal Services Programme Board, Local Authority - Special Interest Groups and other public sector representatives to establish an all Wales Framework Agreement for the provision of legal services by solicitors.

The 'Central and South West Wales shared Legal Services Programme Board' consists of Heads of Legal Services from Bridgend CBC, Carmarthenshire CC, Ceredigion CC, Neath Port Talbot CBC, Pembrokeshire CC, Powys CC and C&C of Swansea local authorities. This Board was set up 2009 for the purpose of initiating and leading collaboration in legal services.

The purpose of establishing this framework agreement for solicitors was two fold:-

- To supplement limited resources within participating organisations; and
- To identify firms who could offer expertise where the organisation does not have the internal capability of expertise.

### **How NPS established the Framework**

- A Prior Information Notice (PIN) was published in the Official Journal of the European Union (OJEU) and feedback sought from firms on the proposed procurement strategy.
- Formal notice inviting expressions of interest from potential firms was published in the Official Journal of the European Union (OJEU)
- A Category Forum Group comprising legal representatives from South, West and North Wales based local authorities, Welsh Government and independent legal advisers assisted the NPS in the development of the ITT documentation.
- The procurement process adopted by NPS was based upon the Open procedures as detailed in the Public Contract Regulations.
- A detailed and thorough evaluation of the tenders that were submitted was completed by legal representatives from a number of Local Authorities, other public bodies and independent evaluators.
- It was determined from the outset that the objective of a new Framework agreement was not to promote a single firm as a preferred route to market (with the exception of Lot 11), but was to offer a range of service solutions from a number of firms.

## **12. PERIOD OF THE FRAMEWORK**

This EU compliant Framework commenced 1<sup>st</sup> September 2015 and will be in place to 31<sup>st</sup> August 2019. However, this period does include Break Clauses allowing the NPS to terminate the Framework Agreement at the end of years two and three.

Please note that the duration of the individual contracts awarded by each organisation are to be determined by those organisations and may extend beyond the life of the Framework Agreement. Official guidance suggests that individual contracts should not normally exceed 4 years' duration.

The length of individual contracts, as with all contracts, should be appropriate to the purchase in question and should reflect value for money.

## Annex One:

### Specification

#### Scope of Services included within the NPS Framework for Legal Services by Solicitors

This Framework Agreement is for the provision of Solicitors' services as organisations may specify within the disciplines below:

##### **Adult Social Services Law (Lot 1)**

Within this discipline legal advice and services in relation to, but not restricted to:

- Legal Advice to Social Work Teams
- Advice relating to Health and Social Care including Mental Health, Community Care, Residential Care, Older People, People with Disability, Elderly Mentally Inform and all other aspects of Social Care
- Proceedings relating to Health and Social Care matters
- Public Interest Immunity issues including attendance at Court
- Advice and Conduct of Proceedings relating to Judicial Review
- Court of Protection

##### **Child Social Services Law (Lot 2)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Public Interest Immunity issues including attendance at Court
- Advice and Conduct of Proceedings relating to Judicial Review
- Legal Advice to Social Work Teams
- Children Act Proceedings in all Courts
- Adoption and Children Act proceedings in all Courts
- Fostering and Adoption Advice

##### **Civil Litigation (Lot 3)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- County Court Proceedings (Claimant and Defendant)
- High Court Proceedings (Claimant and Defendant)
- Judicial Review Proceedings
- Magistrate Court Civil Actions
- Licensing Proceedings / Appeals
- Possession Proceedings
- Anti Social Behaviour Orders
- Enforcement Proceedings
- Bankruptcy and Insolvency Proceedings
- Housing Disrepair Claims
- Injunctions
- Planning Public Enquiries / Appeals
- Personal Injury
- Housing Law
- Licensing Law
- Travellers
- Alternative Dispute Resolution

##### **Corporate Governance and Ethical Standards (lot 4)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Monitoring Officers Support
- Advice to Standards Committee
- Investigations
- Advice on Council Constitutions and Governance Issues
- Ombudsman Complaints
- Freedom of Information and Data Protection

- Local Authority Powers and Vires
- General Local Authority Law

### **Criminal Litigation (Lot 5)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Magistrates Proceedings (Claimant and Defendant)
- Crown Court Proceedings (Claimant and Defendant)
- Judicial Review Proceedings
- Magistrate Court Civil Actions
- Magistrates Prosecutions
- Enforcement Proceedings
- Injunctions
- Health and Safety Prosecutions
- Food Prosecutions
- Trading Standard Prosecutions
- Planning Prosecutions
- Planning Public Enquiries / Appeals
- Fraud Prosecutions

### **Education Law (Lot 6)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Advice to LEA's and Schools
- Special Needs Tribunals
- School Appeals Panels
- Legal Advice on School Governance
- School Attendance Prosecutions
- School re-organisations
- Public Interest Immunity issues including attendance at Court
- Advice and Conduct of proceedings relating to Judicial Review
- Advice on Legislation to Universities and Further Education Colleges
- Advice on University and Further Education College Governance
- Advice on Further Education student complaints
- Policy Advice

### **Employment Law (Lot 7)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- General Advice
- Contract Formation
- Secondment Agreements
- Discrimination Law
- Equal Pay
- Pensions
- Advice on Legislative Changes TUPE
- Grievance Handling
- Dismissal Procedures
- Dispute Resolution
- Compromise Agreements
- Tribunal Work
- School Employment Law
- Other Payroll / HR Matters
- Police Authority Work
- Senior Officer Complaints Police Staff Appeals

### **Major IT and Commercial Contracts (Lot 8)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- EU Procurement Advice
- IT Contracts and Advice on Procurement

- Building Contracts
- Engineering Contracts Services
- Contracts
- Performance Bonds
- Guarantees
- Service Level Agreements
- Commercial Agreements
- Entertainment Agreements
- Contract and IP Disputes
- Waste Management
- State Aid
- Charities
- Company Law including Formation of Companies
- Partnership / Multi Agency Agreements
- PFI Agreements
- Funding Agreements
- Trust Agreements
- Charities
- School Construction Agreements
- Joint Venture Agreements

#### **Planning and Environmental Law (Lot 9)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Planning and Environmental Law Advice
- Advice on Determination of Planning Applications
- Consents and Conditions
- Section 106 Agreements
- Planning Public Enquiries / Appeals
- Planning Prosecutions
- Planning Enforcement
- Contaminated Land
- Building Regulations
- Judicial Review Proceedings
- Rights of Way
- Drainage
- Commons & Village Greens
- Highway Advice
- Flooding Advice
- Parliamentary Agents Services (including legislative drafting and advice on vires)

#### **Property Law (Lot 10)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Sales of Commercial Land and Property
- Purchase of Commercial Land and Property
- Lease of Commercial Land and Property
- Compulsory Purchase Orders and Inquiries
- Development Agreements
- Section 106 Agreements
- Commercial Leases
- Redevelopment Project Agreements
- Licences and Concession Agreements
- Agriculture Agreements
- Highway Agreements
- Rent Review and Associated Proceedings
- Road Adoption Agreements
- Conveyancing Ancillary Documents / Agreements
- Sale of Land and Property

- Purchase of Land and Property
- Lease of Land and Property
- Legal Charges
- Shared Ownership
- Land Tribunal
- Compulsory Purchase Orders and Public Inquiries
- Allotment Agreements
- Right to Buy Disposals
- Commons and Village Greens
- Land Charges
- Housing Law

**Specialist Welsh & UK Higher Education Advice for the Higher Education Funding Council for Wales (Lot 11)**

Within this discipline legal advice and services may be required in relation to, but not restricted to:

- Interpretation of Higher Education legislation as it affects HEFCW, HE Providers and the Higher Education Sector in Wales
- Welsh Government Higher Education (Wales) Act 2015 – to include advice relating to Financial Memorandum requirements, Fee Plans and Quality Assurance
- 1992 Further Education/Higher Education Act, Education Act 2005, and other related HE legislation
- Institutional Risk Assessment
- Charity Commission role for higher education in Wales
- Governance at higher education institutions

Some of the work in the disciplines above may be undertaken by public sector organisations own in-house teams and work allocated to Firms under these disciplines will supplement the services provided by in-house teams on a range of matters. The complexity, profile and value of matters will vary and organisations must provide the relevant details to the Firms at the time of call-off.

Firms are aware that this is only a general indication of the nature of advice likely to be required within each discipline and as circumstances change, the services required may change.

**Secondments and Training**

Organisations can request that a Firm provides secondments of legally qualified Staff to their Organisation from time to time. If the Firm is able to provide secondees the fee for such secondments shall be as agreed between the Firm and the Organisations.

The Firms are required to allow lawyers to participate in their in-house training programmes and provide some in-house training to the Organisations, subject to constraints of space. The Firms are required to give Organisations reasonable advance notice of their in-house training programmes and allow two members of staff (or more by agreement) to attend any in-house training events run by them.

The Firms are also required to participate in the Organisations’ in-house training programmes by providing individuals to give lectures and/or seminars on topics to be agreed. These lectures/ seminars will be given the opportunity to propose topics and/or discuss suitable topics for training sessions with Organisations on a periodic basis. The Fee for such training shall be as agreed between the Firm and the Organisation save that in the absence of agreement to the contrary, training shall be deemed to be given free of charge.

Organisations should make available to Firms from time to time details of any of its own in-house training events which it considers may be of benefit to firms and should allow two staff members of each Firm to attend any such events (subject to constraints of space, etc.). No charge should be made for this training.

## **Research and Library Sharing**

There is an expectation under the Framework Agreement that Firms will make available to Organisations their research and library facilities.

## **Security**

When a Firm is using e-mail to communicate with Organisations the Firm must implement appropriate technical and organisational measures to protect the Organisation's Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Organisation's Personal Data and having regard to the nature of the Organisation's Personal Data which is to be protected.

In providing their services under the Framework Agreement Firms must also comply with all security requirements of the Organisations as notified to them from time to time.

## **Community Benefits**

The Firms are expected to work with the NPS and Organisations to maximise the community benefits delivered through the Framework Agreement and subsequent Contracts. The community benefits element may at this point, where appropriate and applicable, form a special condition of contract and expectations in terms of fulfilment of such benefits will be outlined per individual contract.

Examples of the types of community benefits that may be sought include:-

- 1. Provision of work experience placements**
- 2. Support for careers days**
- 3. Other benefits as appropriate to the contract under consideration**

## **Allowable Charges**

All specified services must be provided within the hourly rates contained within the funnelling tool. Additional specific requirements may be included at the mini-competition stage and will be priced as separate disbursements.

In general, the charges that may be made in respect of services carried out under the Framework Agreement can be split into three cost categories – fees, disbursements and expenses.

- **Fees** are the hourly rates chargeable for the provision of professional advice and services
- **Disbursements** are costs incurred by the Firm on behalf of the Organisation, which are necessary for the provision of the services. This covers land registration fees, court and tribunal fees, fees payable to other professionals such as Counsel and other fees for registration or lodging of documents.
- **Expenses** are any further costs incurred by the Firm in providing services to the Organisation.

## **Disbursements and Expenses**

Subject to the following, disbursements and expenses will generally be met on the basis of actual cost.

- Routine administration costs may not be charged as expenses. Typical routine administration costs include routine photocopying and reprographics, routine postage, internet access fees, telephone call charges, fax charges and other similar telecommunication costs. However, expenses may be charged in relation to bulk



photocopying and reprographics, bulk postage and reasonable courier charges (couriers must not be used routinely but only when the need is clearly warranted).

Expenses in relation to bulk photocopying and reprographics, bulk postage, etc. for each Instruction shall not be incurred without the prior written approval of the Organisation having been obtained.

- Travel time may only be charged on an hourly rate for time actually spent carrying out productive work for the Organisation. For the avoidance of doubt, time spent travelling without carrying out productive work for the Organisation will not be paid. Please refer to the funnelling tool at annex three for the hourly travel rates.
- External disbursements except for any provided for above shall be payable by the Organisation and shall be invoiced at cost. External disbursements for each Instruction shall not be incurred without the prior written approval of the Organisation having been obtained.

### **Non-chargeable Services**

Firms shall not charge for initial contact which may range from short ad hoc queries from Organisations which would not exceed half an hour in duration or which, in the case of larger more complex matters, shall include but not be limited to attendance at familiarisation meetings which would not exceed two hours.

No charge shall be made by a Firm for activities carried out in respect of the overall management and administration of the Framework Agreement or of any Client Contracts awarded under the Framework Agreement.

### **Costing**

The Firm shall (whenever requested to do so) provide an itemised cost breakdown (plus copies of any quotes obtained from third parties) relating to a specific service request.

The Firms are required to provide estimates for all work requested by the Organisation which is not covered by the hourly fees under the Framework Agreement.

### **Characteristics of Grades/Seniority**

The Framework is priced against four levels of seniority as detailed within the table below.

<b>Grade:</b>	<b>Description:</b>
<b>Partner</b> <i>(including Senior Partner and Consultant)</i>	Partner/Senior Partner; and Legal Consultant – technically qualified in some other area; for example Planning or environmental matters
<b>Associate</b> <i>(including Senior Associate)</i>	5 years or more post qualified experience
<b>Solicitor</b> <i>(including Junior/Senior Assistant)</i>	Up to 4 years post qualified experience
<b>Paralegal / Legal Executive</b>	Part qualified lawyer / qualified legal executive

### **Invoicing**

Organisations will decide whether they wish to use online/electronic invoicing systems but each Firm's invoices must meet the individual Organisation's authorisation and audit requirements.

As a minimum, invoices must provide:

- NPS Agreement number: NPS-PS0001-14
- The name, reference and purchase order number (where applicable) of the Organisation who issued the Instruction
- The type of work to which the invoice relates
- The date when the invoice was first raised
- The original and any updated estimate of fees
- In the case of an interim invoice, an estimate of fees required to complete the matter
- Itemisation of the number of hours worked by named fee-earners, indication of the level of seniority and corresponding hourly rate of each named fee-earner, a brief description of the type of work done during each of the stated hours and a detailed breakdown of third party disbursement costs
- Where applicable, the fixed or commission rate applied
- Where applicable, the agreed terms for calculating fees in the event of a matter being adjourned or cancelled or of instructions being withdrawn.

Firms must adopt alternative approaches to requesting payment and/ or invoicing for services if better value for money can be demonstrated by new methods that are compatible with the Organisation's systems, i.e. consolidated invoices.

Organisations can request extra detail to appear on each invoice to ensure that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.



**NPS LEGAL SERVICES BY SOLICITORS FRAMEWORK AGREEMENT  
NPS CONTRACT REFERENCE NPS-PS-0001-14**

***NON DISCLOSURE AND CUSTOMER ACCESS AGREEMENT***

**Non-Disclosure Agreement:** On behalf of the organisation detailed below, I acknowledge that firms' pricing under the NPS Legal Services by Solicitors Framework is at this point considered to be commercially sensitive and could well prejudice the commercial interests of the firms involved if the information were to be made publicly available.

I therefore hereby agree on behalf of the said organisation that we will keep strictly confidential the pricing information supplied to us and will not disclose the same or any part thereof to any other person, organisation or company and shall not make any use of such information or any part thereof for any purposes other than for accessing the framework, unless required to by law to disclose.

I further agree that access to all such information will be restricted only to those persons reasonably required to know it and that, in any event, our employees, agents, consultants and sub-contractors (if any) are bound to us to hold such information in confidence and to use such information only for the purposes of accessing the framework.

**Access Agreement:** I/we confirm that the organisation detailed below intends to participate in the above mentioned NPS framework agreement, and that in doing so will act in accordance with the Public Contracts Regulations 2015. I/we confirm that any guidance and/or template documentation provided to me will only be used in relation to this Framework, and will only be used for other purposes where prior consent from NPS has been given.

**Signature:**

**Date:**

**Name of person signing this form:**

**Position:**

**Name of authority:**

**Address:**

**Telephone:**

**E-mail:**

**Annual Spend on Legal Services by Solicitors:**

**Intended contract start Date:**

Please tick which disciplines you anticipate you will be accessing:

Discipline	Yes/No
Adult Social Services	
Child Social Services	
Civil Litigation	
Corporate Governance & Ethical Standards	
Criminal Litigation	
Education Law	
Employment Law	
Major IT & Commercial Contracts	
Planning & Environmental Law	
Property Law	
Specialist Welsh & UK Higher Education Advice for HEFCW	

**ONLY COMPLETE THIS FORM IF YOU ARE NOT ONE OF THE 73 NPS MEMBER ORGANISATIONS LISTED AT <http://nps.gov.wales/about-us/customer-member-organisations?lang=en>**

To return this form, please email it to: **[NPSProfessionalServices@wales.gsi.gov.uk](mailto:NPSProfessionalServices@wales.gsi.gov.uk)**

### **Annex Three:**

#### **NPS-PS-0001-14 Solicitors Funnelling Tool**

Please see the tool provided within the NPS-PS-0001-14 - Legal Services by Solicitors Framework folder within the Professional Services section of Contracts and Resources.

### **Annex Four:**

#### **NPS-PS-0001-14 eTrading Wales - Guide to ordering**

Please see document NPS-PS-0001-14 eTrading Wales - Guide to ordering within the NPS-PS-0001-14 - Legal Services by Solicitors Framework folder within the Professional Services section of Contracts and Resources

When available, this will provide an overview of the mini competition and ordering process available through eTrading Wales

### **Annex Five:**

#### **NPS-PS-0001-14 Conditions of Appointment**

Please see document NPS-PS-0001-14 Conditions of Appointment within the NPS-PS-0001-14 - Legal Services by Solicitors Framework folder within the Professional Services section of Contracts and Resources

### **Annex Six:**

#### **NPS-PS-0001-14 Business Case Template**

-