Framework Schedule 1 (Specification)

Part J URN 14.0 Process Servers

Definitions

These definitions apply to this Part J

Term	Definition
Alternative Service	means the service of documents by means alternative to personal Service as per Civil Procedure Rules (CPR) 6 and 6A
Bankruptcy Petition	an application to the court from the Buyer requesting is an application made to the court requesting the court to issue a bankruptcy order against the Customer
Claim	An official legal demand for monies due, for example a claim from the Buyer for monies owed by the Customer
Out Of Jurisdiction	means any services to be completed outside of the United Kingdom
Personal Service	is the service of a Notice by the Supplier directly to the (or a) party named in the Claim. Where this is a legal claim this will be subject to the Civil Procedure Rule 6.5 <https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part06#6.5>
Petition	is a formal request seeking a specific court order
Process Server	means an individual, or entity that delivers legal documentation on behalf of a Buyer to a Customer
Statutory Demand	Formal written Notice form the Buyer to the Customer demanding repayment of debt
Winding Up Petitions	is a legal action taken by the Buyer against the Customer seeking to appoint an insolvency practitioner as liquidator.

1. **Key Deliverables**

   a. Buyers will require Suppliers to serve a variety of documents on Customers that are individuals and businesses, throughout England and Wales.

   b. Suppliers shall provide the premises, equipment and resources for the provision of the Service that will meet the requirements of this Framework Contract, including the Buyer's requirements as set out within the Call-Off Contract

   c. The Supplier shall maintain all premises and equipment required for delivery of the Service in a safe, serviceable and clean condition.

   d. The Supplier shall provide the Buyer with assurance that their resourcing levels are and shall remain consistently effective to deliver the Service.

   e. The Supplier shall produce and send invoices as per the Buyer invoicing requirements.

2. General Requirements

2.1 Buyers will require Suppliers to serve a variety of documents on individuals and businesses. This will include but is not limited to;

- Statutory Demands – the Supplier shall serve on individuals and partnerships
- Bankruptcy Petitions may be filed in the High/County Court when a statutory demand is unpaid and the Supplier then shall also serve this on the individual if directed by the Buyer
- Winding Up Petitions (Partnerships) - when a Statutory Demand is unpaid, the Supplier shall serve on partnerships if directed by the Buyer.
- Winding Up Petitions (Companies) When a formal demand letter has been posted and remains unpaid, the Supplier shall serve a Winding Up Petition on a company if directed by the Buyer

2.2 These actions will cover all individuals and businesses in England and Wales, and potentially Northern Ireland, during the contract term, plus occasionally overseas (Out of Jurisdiction), as set out in the Buyers Call Off Contract, The Supplier will be required to cover service in all areas.

2.3 The enforcement power enabling Buyers to take proceedings shall be specified by the Buyer within their Call-Off Contracts

2.4 The Buyer reserves the right to replace any underperforming Suppliers in line with Call Off Schedule 14 (Service Levels) throughout the terms of their call-off agreement.

2.5 The Buyer requires the Supplier to demonstrate continuous improvement in the performance and delivery of the Services.

2.6 Suppliers must be able to continually demonstrate their required national and regional capacity and capability to deliver the Buyer's requirements.

2.7 The Supplier must be able to operate the Service in a sufficiently flexible manner to allow adjustment to the volumes of work transferred to the Supplier by the Buyer acting reasonably throughout the year taking account of Supplier operational/financial impacts and constraints

2.8 In the event that they do not have capacity to cover all requirements directly, the Supplier will be expected to demonstrate to the Buyer, promptly in writing, that the Supplier has Subcontractors in place to enable delivery of the Service.

2.9 Notices are issued by the Buyer, potentially from multiple office locations, to which Notices will be required to be returned to. The Supplier must be able to receive and process Notices daily, the actual frequency will be specified by the Buyer within their Call-Off agreement. Locations could change over the duration of the Contract and Buyers will inform the Supplier promptly in writing if this occurs.

2.10 Notices may from time to time be required to be served to Customers with a history of physical violence. When aware of such a history, the Buyer will, wherever possible notify the Supplier within the Case documents. However, in view of the risk arising in connection with both Customers with and without a history of such behaviour, the Buyer requires that all Suppliers and Subcontractors involved in the service of Notices on its behalf have in place and make available promptly upon written request from the Buyer:

- robust procedures to minimise the risk of violence and injury to persons and property; and
- suitable levels of insurance commensurate with the nature of the work and the attendant risks.

2.11 It may exceptionally be necessary for a Supplier to attend court as a witness. Practice Direction 34A supplementing Civil Procedure Rules (CPR) Part 34 covers witness summonses by court. The Buyer will reimburse any travel costs, and subsistence claims, which are in compliance with the Buyer's Travel & Subsistence policy as stipulated within a Buyer's Call-Off Contract, and supported with valid receipts. These costs shall require separate invoicing and prior agreement with the Buyer in writing.

2.12 The Supplier shall be available to be contacted by the Buyer at their office(s) a minimum of 9am-5pm Monday to Friday, with telephone and email access, and on an exceptional basis, as set out in the Buyer's Call Off, require an out of hour's service.

2.13 Statutory Demands, Bankruptcy Petitions and Winding Up Petitions have service deadlines but from time to time Buyers will require urgent/priority service Cases to be actioned at short notice, in some instances within 24 hours of receipt by the Supplier, which the Supplier shall not unreasonably decline to fulfil.

Part B Technical Requirements

3. Service Availability - Document Receipt/Handling and communications

3.1 Buyers will issue documents to the supplier via a variety of means including but not limited to;

- secure electronic mail
- secure file transfer protocol (SFTP)
- secure messaging systems
- secure track and trace delivery service.

3.2 Suppliers must be capable of receiving documents from the Buyer, or any OSP in any hard copy or digital format as agreed with the Buyer within their Call-Off Contract.

3.3 Buyers will usually allocate a unique reference number to each Case issued to the Supplier. Where a unique reference number is issued by the Buyer, the Supplier must use this reference number to ensure a consistent audit trail is available within the Supplier's Case Management System

3.4 The flow of Petitions is impacted by the Courts and the Supplier must prioritise these Cases over Statutory Demands as late service can have implications on court procedure/hearings, creating unnecessary delay and additional cost for Buyers.

3.5 Buyers must be consulted immediately;

- if there are any doubts regarding the service of the document
- if advice is required on a Case
- exceptionally, and only upon request, Buyer's may consider and agree an extension of time to serve a document, but will monitor these exceptions against agreed contract service levels and in the Case of Petitions will be dependent on application by Buyer's to the Court
- any request must be made by via the method of contact agreed with the Buyer and take account of relevant agreed service level time limits

4. **General Service of Statutory Demands and Bankruptcy Petitions**

4.1 The Supplier will be required to deploy a wide range of skills in managing and executing service of a large volume of documents to specific deadlines, providing high quality witness statements, including for submission at Court, and elements of tracing services.

4.2 There will be a wide variance in service types, ranging from straightforward Personal Service to occasional Alternative Service overseas or priority Cases, with specific service instructions provided in writing by the Buyer from time to time.

4.3 Petitions will take priority over Statutory Demands and must meet the requirements of the Court where Alternative Service is required.

4.4 The Supplier must ensure that the Service, including the Service provision by Subcontractors, or agents, is provided in compliance with applicable industry best practice and/or standards, and aligned to the requirements of this Contract.

5. Personal Service and Alternative Service

5.1 Buyers (and the Court) requires an attempt at Personal Service of a Statutory Demand/Bankruptcy Petition on all Cases at each address provided by the Buyer, so an attendance in person by the Supplier, or Supplier staff, or Subcontractors must be made to each address provided by Buyer (URN 14.0a).

5.2 Where Personal Service is possible, confirmation of identity of the individual must be obtained by the Supplier and evidenced within a witness statement.

5.3 Where Personal Service is not possible then Alternative Service will apply (URN 14.0b).

5.4 Service of Company and Partnership Winding-Up Petitions must comply with the requirements of the Insolvency Act 1986 https://www.legislation.gov.uk/ukpga/1986/45/contents (URN 10.0c).

5.5 The Buyer may also instruct the Supplier to serve additional documents to the same address (URN 14.0d).

6. Tracing

6.1 In some Cases an individual might no longer be at the address provided by the Buyer. In these circumstances the Supplier will be required to attempt to trace the individual before a Case is returned to the Buyer.

6.2 Where an individual cannot be traced or service is unsuccessful, documents must be returned by the Supplier to the Buyer with comprehensive call reports and reason for failure

7. Case Management System

7.1 The Supplier shall operate and maintain a Case Management System which the Supplier shall use to, at a minimum:

- receive and send data in accordance with any the Buyer's defined interface specification, as per the Call-Off Contract (including via APIs / interfaces)
- accurately record all Supplier action undertaken in relation to each document issued to the Supplier; and
- accurately record all notifications, instructions, guidance, or correspondence relating to each document for service, to be made available to the Buyer to review and audit all activity.
- enable the Buyer to view all activity and correspondence relating to all Cases
- provide accurate individual Case and summary management information as per the Buyer's requirements as stated within their Call-Off Contract

7.2 The Supplier shall provide all hardware, software and maintenance required to meet the interface requirements necessary for the provision of the Services as per the Buyers Call-Off Contract