Part H Lot 7 Scottish Litigation Services (URN 7.0)

Definitions

These definitions apply to this Part H of the Specification

Term	Definition
Litigation Action and Strategy	has the meaning given in clause 2 a of Part H Lot 7 Scottish Litigation Services (URN 7.0) of Framework Schedule 1- Specification
Sheriff Officers	an officer of the Scottish sheriff court

1 Key Deliverables

1.1 These key deliverables summarise the key requirements that the Supplier must deliver to the Buyer and will be delivered in addition to the requirements set out within the other sections of this Schedule.

a. Litigation Action and Strategy - The Supplier shall utilise relevant data and information to identify the Buyer circumstances and the optimal approach to collecting their debt and agree with the Buyer how to apply the effective strategy to enable the most appropriate outcomes. The Supplier must be capable of effectively and efficiently applying the full range of civil litigation activities outlined within this Contract, and where unsuccessful, explain why and what and how the learning can be built into future activity. The Supplier must also ensure that documents are served using the correct legal procedure.

b. Case Management System - The Supplier shall utilise a case management system to create an accurate, secure and reconcilable audit trail of all records and activity relating to any Buyer case received from the Buyer

c. Client Services – The Supplier shall provide nominated contacts to Buyers that will be responsible for providing advice, information, and resolution of any queries, issues or risks that arise and impact the contract. The Supplier shall also provide named operational contacts for day-to-day contract operations activities.

d. Case Management – The Supplier must utilise relevant qualified personnel, and ensure that work is distributed according to complexity in order to ensure evidence efficiency and cost effectiveness to Buyers.

e. Pricing Proposals – The Supplier shall set out the estimated cost of any recommended litigation action in line with Schedule of this Contract (Framework Prices)

f. Customer Contact - The Supplier treat Customers fairly and shall utilise a range of contact and collection strategies to optimise the volume and quality of engagement with Customers in line with Buyer guidelines including negotiation of payments and complaints handling.

g. Payments - The Supplier shall provide a range of payment methods and channels to Customers.

h. Payment Arrangements – The Supplier must collect Debts on behalf of the Buyer, seek to collect payments in full, or establish payment arrangements in line with the Buyer's instructions. The Supplier shall also ensure secure, accurate and timely Pay-over of Debt collected to the Buyer.

i. Invoice and Charging – The Supplier shall ensure timely accurate invoices, and prompt payment of any Subcontractors.

j. MI and Reporting - The Supplier shall provide the Buyer with access to platforms and MI to enable the Buyer to view real-time case statuses and trend analysis.

k. Security – The Supplier and any Subcontractors shall deliver all Services securely in line with GDPR, the Law, and the requirements of the Contract, and accurately and effectively record, report and resolve any issues in line with the Contract.

l. Disputes – The Supplier shall manage cases through the appropriate course of dispute resolution relative to the type of litigation and in line with any Buyer instructions

2 The Service

2.1 Buyers accessing the Framework will require various types of legal advice from the Supplier. The types and volumes required may fluctuate during the period of the Framework Agreement.

2.2 CCS requires Suppliers to provide comprehensive Legal Services to fulfil the current and evolving needs of the Framework Public Bodies.

2.3 The Supplier will provide advice and assistance on all aspects of debt recovery, including but not exclusive to small claims, summary cause, Sheriff Court and Court of Session recovery actions; post-decree enforcement; earnings arrestments; inhibitions and rent arrears.

2.4 The Supplier shall collect monies owed including but not limited to recovering payments of grants where scheme rules have been breached and where overpayments have been made; recovery of overpayment of salary or benefits (which may include an element of breach of contract); recovery of payments made erroneously into bank accounts; recovery of overpayment of pensions.

2.5 The Supplier will be required to issue demand letters, raise court actions and obtain decrees and, if appropriate, pursue post decree enforcement.

2.6 The Supplier may also be instructed to deal with ordinary and earnings arrestment for and against clients, inhibitions, bank arrestment and other forms of diligence.

2.7 The Supplier must ensure continuous capacity and capability to enable effective Service for large volumes of cases

2.8 The Buyer requires the Supplier to provide legal advice and services across the categories listed with the table 1 below. Suppliers may also provide Optional Services that fit within the scope of Scottish Litigation services. These shall be proposed to CCS or the Buyer as per the Variation Procedure. The legal service categories within Table 1 below are as defined within the Debtors (Scotland) Act 1987 unless they are either not a legal action.

Table 1

URN 7.0a,b,c	Legal Service Category
	Form 1 – summary application
	Liability Order - Service Form 2
	Liability Order – Service of Citation
	Decree
	Defended Liability Order
	Committal
	Pre Committal Action Enquiry

	Discharge of Inhibition
	Exceptional Attachment
	Arrestment
	Inhibitions on dependence
	Registration in England
	Registration in Scotland
	Transfer of Jurisdiction
	Advice (General)
	Appeal
	Appeal against DEO
	Breach of Attachment
	Inhibition
	Minute Seeking Order
	Other
	Queries on service of Form 2
	Sequestration
	Sheriff Officers Instructions Only
	Parentage Disputes
	Disqualification from Driving
	Removal of Passport
	Applications for Diligence of the Dependence
	Interim Attachment
	Action for Reduction
	Order for Interdicting
	Interdicts

2 Service Standards and Certifications

2.1 The Supplier shall comply with the code of conduct of the Law Society of Scotland, and all Solicitors managing activity on Buyer cases shall be members of the Law Society Scotland

2.2 The Supplier must be ISO 9001 Certificated.

2.3 When undertaking any collections or pre-litigation action, the Supplier must adhere to the FCA treating Customer Fairly guidelines

3 Negotiation and Collection of Payments and Customer Circumstances

3.1 Unless specified by the Buyer, The Supplier will negotiate repayments with The Customer and accept payments via a range of payment methods including but not exclusive to direct debit. The detailed circumstances and requirements will be contained within the Buyer's Call-Off Contract.

3.2 The Supplier will treat Customers fairly, using a range of data and information to ensure that Customer circumstances are considered appropriately in line with the FCA treating Customers fairly Principles

3.3 The Supplier will monitor and react to Customer change of circumstances, including vulnerability, as per the litigation strategy agreed with the Buyer.

3.4 Unless specified otherwise by the Buyer, the Supplier will notify the Buyer of:

- Changes to Customer contact information in an agreed format.
- Customers identified by the Supplier as vulnerable.
- Customers identified as undergoing a statutory debt solution.
- Customers who have deceased
- Customers who are in prison

- Customers who are on armed services duty

3.5 The Supplier shall maintain well-established relationships and communication channels with the various industry commercial and charity debt advice providers to ensure that any notifications regarding a Customer's circumstances are received promptly from such debt advice providers, acted on in accordance with the Buyer's litigation strategy and that information is passed to the Buyer where any decision-making is required at an Account level.

3.6 In accordance with Buyer requirements, the Supplier shall use all available tools to implement forbearance, freeze interest/charges or apply statutory forbearance for Customers facing financial difficulty.

4 Litigation Strategies

4.1 The Supplier shall be able to execute agreed litigation strategies for the recovery of Debts as defined within the Buyer's Call-Off Contract

4.2 The Supplier must only pursue a litigation strategy after Approval is received from the Buyer.

4.3 The Supplier will perform the agreed litigation strategy on all Accounts Placed for litigation.

4.4 The Supplier must provide a Pricing Proposal that outlines the expected costs of the proposed action as per Schedule 3 (Framework Prices) The Supplier must include details of the data and information used to inform their Pricing Proposal to the Buyer.

5 Case Management System and Process

5.1 The Supplier shall use a unique identifier for each Account within the Case management System.

5.2 Where the Buyer makes a Placement of a subsequent Account(s) for the same Customer, the Supplier shall be able to both link and use a unique identifier for each Account.

5.3 The Supplier shall have the ability to pursue multiple Accounts for the same Customer, in singular interactions with the Customer, where requested by the Buyer.

5.4 The Supplier shall maintain an accurate up-to-date view within the Case Management System of all case details and action taken on all accounts referred by the Buyer.

5.5 The Supplier shall provide MI taken from the system relating to case status and action to the Buyer in the format and frequency agreed with the Buyer within their Call-Off Contract. The Supplier must have the capability to provide this electronically through direct Buyer access to their systems.

5.6 The Supplier will fully comply with the Buyer's periodic reconciliation of Accounts held, including balances of Accounts held, against the Buyer's records, in accordance with the Performance Indicators and Target Performance Levels as set out in Call-Off Schedule 14 (Service Levels). The detailed requirements and periodicity will be agreed with the Buyer, but must be available at least quarterly.

5.7 The Supplier must be able to demonstrate to the Buyer that each Account has been given individual attention and this must be recorded on the Case Management System by the Supplier, with such records being made available by the Supplier to the Buyer promptly upon written request

5.8 The Supplier will ensure that it can evidence (and provide such evidence promptly upon written request from the Buyer) to the Buyer adherence to the litigation strategy agreed with the Buyer, including being able to track individual activity applied to each Account.

5.9 The Supplier shall review all inactive Accounts and, unless specified otherwise by the Buyer, return them to the Buyer after a period agreed with the Buyer. The definition of 'inactive Accounts' shall be agreed between the Buyer and Supplier.

6 Enforcement

6.1 The Supplier shall issue demand letters to the Customer, raise court actions and obtain decrees and if appropriate and instructed by the Buyer will pursue post decree enforcement against the Customer.

6.2 The Supplier may also be instructed by the Buyer to deal with ordinary and earnings arrestment for and against the Customers, inhibitions, bank arrestment and actions of furthcoming for the Buyer. The Buyer may also instruct the Supplier to deal with actions of specific implement.

6.3 If there are high volume of summary applications for liability orders, Buyers may draft most of these applications in-house. In these circumstances the Supplier is then required to check the applications and arrange for warranting and service. Only a small number of these summary applications are expected to result in defended actions.

6.4 When using Subcontractors or Sheriff Officers, The Supplier will be responsible for audit and assurance activity that evidences delivery against the Requirements, and that the required relevant Standards, Certifications and accreditations are in place prior to Services commencement, and maintained throughout the life of any Call-Off Contracts. Evidence of this must be provided to the Buyer promptly if requested by the Buyer in writing.

6.5 If Enforcement action is not successful, the Buyer may instruct the Supplier to utilise the Buyer's specific legal powers. Any such requirements will be detailed within the Buyer's Call-Off Contract.

7 Delivery of Services

7.1 In providing the Services and otherwise when performing the Contract, the Supplier must comply in all respects with

- all applicable law;
- any applicable requirements of regulatory bodies;
- and Good Industry Practice

7.2 The Supplier shall ensure suitably qualified and experienced personnel are allocated cases and that the allocation is based on the complexity and risks associated with the nature of the cases and action required. The Supplier shall be required to evidence this to the Buyer at the Buyer's written request including how cost-efficiency is being delivered by the Supplier.

8 Buyer Advice and Engagement and Client Services

8.1 The Supplier will be required to provide advice and assistance to the Buyers in respect of court actions. The Supplier will provide advice directly to the relevant Buyer and keep the Office of Advocate General (OAG) informed if and as required under the terms of the Buyer's contract.

8.2 The Supplier shall provide advice and assistance to Buyers in respect of their debt recovery cases. The Supplier will receive instructions directly from Buyers and provide advice directly to Buyers.

8.3 The Supplier shall provide *ad-hoc* advice free of charge. If the nature of the advice is agreed with the Buyer to be complex and requires a file to be opened, the set hourly rate for the appropriate level of practitioner would apply as per Schedule 3 (Framework prices).

8.4 The Supplier will also be required to provide a minimum of two training days to Buyers on legal aspects of debt recovery and provide statistical & cost analysis of live and completed Cases.

8.5 The Supplier shall provide a dedicated contact to Buyers that will be responsible for organising, managing and recording as required by the Buyer;

- regular review meetings, which may be in person at the Buyers premises, by video-conference, webinar or telephone
- Provide advice and information to Buyers with regards to proposed litigation action and escalation of action including pricing proposals
- Provide nominated contacts that are authorised to deliver and approve pricing proposals
- Liaise with 3rd party organisations including but not limited to Customer legal
- Regular catch-up meetings/telephone calls to discuss current and on-going issues
- Work with the Buyer to resolve any on-going operational issues
- Work with the Buyer to proactively introduce initiatives to:
    - Create efficiencies in processes
    - Improve the environmental performance of the contract.

9 Management Information (MI) and Reporting

9.1 The Supplier will be expected to submit monthly financial and allocation management information to the Buyer which will include (but will not be limited to):

- details of all allocated cases by case type
- name of agent dealing with case
- number of open cases
- number of closed cases
- average case length and fee values
- case closure reason
- number of cases billed
- sum of fees and outlays

9.2 The Supplier will also be expected to submit specific monthly reporting as defined by the Buyer within their Call-Off Contract

9.3 There will be a quarterly review with the Supplier, where, the Buyer, certain representatives of OAG and the Supplier will meet to discuss the Service Level requirements and general Supplier performance. The frequency of these reviews can be changed as and when it is felt necessary and appropriate and will be defined by The Buyer as per Call-off Schedule 15 (Contract Management)

9.4 The Supplier must assess and report to the Buyer on the appropriateness of the litigations strategies on a monthly basis (including outputs, outcomes and cost / benefits) and propose revisions of the litigations strategies as often as the Supplier considers such revisions would improve the results it delivers to the Buyer.

9.5 No charge of any kind shall be made by the Supplier to the Buyer in respect of compliance with these reviews.

9.6 The Supplier shall collect and provide on written request by the Buyer, detailed case activity management information to the Buyer.

9.7 The Supplier will fully comply with the Buyer's periodic reconciliation of Accounts held, including balances of Accounts held, against the Buyer's records, in accordance with the Performance Indicators and Target Performance Levels as set out in Call-Off Schedule 14 (Service Levels)

10 Handover arrangements

10.1 Work which was awarded under a call-off from the previous Framework Agreement and is still ongoing prior to the commencement of this contract is expected to remain with the current Suppliers until satisfactory completion. The Buyer may however transfer work to the Supplier entirely at its discretion. Work that is still ongoing at the expiry date for this contract may remain with the Supplier until satisfactory completion, entirely at the discretion of the Buyer.

11 Use of Third Party Suppliers

11.1 The Joint Schedule 6 (Key Subcontractors) does not permit subcontracting without prior written approval from CCS and the Buyer. This applies to the use of local agents. Where a Supplier has a requirement to use a Subcontractor (most commonly a local agent for court presenting work, but also including any other outlay required e.g. estate agents, house clearance etc.), this may also only be done with the Approval of the Buyer. The process for obtaining this prior approval will be notified to the successful Supplier on appointment as part of Implementation planning.

12 Fees and Invoicing

12.1 The invoicing arrangements and process will be agreed with the Buyer as part of the Call-Off Contract. The Supplier must as a minimum be able to deliver to the Buyer the following;

- Two invoices each month – one for the fees and one for outlays. They will also require an accompanying schedule which shows:
- Case number;
- Case type;
- Agent name(s);
- Charge Hours; and
- Total Net and Total Gross fees.

12.2 The Supplier must ensure that fees and outlays applied to a case are submitted timeously to the Buyer's relevant nominated personnel for payment. Further information on invoicing requirements will be supplied to the successful firm on appointment.