

**INVITATION TO TENDER (ITT)**  
**Service Complaints Adjudicator**

**Reference: LEGO 207**

**Date of ITT Issue: 04/01/2021**

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## **1. Background**

### **1.1 About the Legal Ombudsman**

Those who use legal services do so at some of life's most significant milestones. Whether embarking on a fresh domestic chapter in a newly purchased home, ending relationships, or seeking redress for a personal injury – something, somewhere has gone wrong when people contact the Legal Ombudsman. The people who use the scheme have experienced disappointment and, possibly, distress, when accessing legal services, and attempts to resolve the matter locally have failed. It is incumbent on the Legal Ombudsman to apply effort, energy, and focus to deliver the highest-quality service we can, in reasonable timeframes, professionally and transparently.

### **1.2 Background to the scheme**

The Legal Ombudsman for England and Wales was set up by the OLC under the Legal Services Act 2007.

The OLC is the statutory body responsible for establishing and administering the Legal Ombudsman scheme. The Legal Ombudsman is not a separate entity to the OLC, which is the legal entity and non-executive board that oversees, establishes, and maintains the scheme, as set out in the Legal Services Act 2007.

Our scheme rules are approved by the Legal Services Board and the Lord Chancellor as required by the Legal Services Act 2007. The rules set out the framework for how the Legal Ombudsman resolves complaints about legal services, and can be downloaded [here](#).

The Legal Ombudsman is independent and impartial. This means that when we receive complaints, we will look at the facts in each case and weigh up both sides of the story. We are not consumer champions or part of the legal profession, and we are also independent of government. Our service is free to consumers, and costs are recovered from legal service providers.

### **1.3 Our Dual Purpose and System-Wide Learning**

The role of ombudsman schemes is often seen first and foremost as resolving complaints. This is a central part of our work, providing a valuable service to both consumers and service providers, but our role is much wider than this. Our work is also about feeding back to the profession. We share information to improve customer service and prevent complaints happening in the first place, and to support wider improvements in the legal services sector.

We believe it is important that we engage in this work, as it has a positive impact for all consumers of legal services. Sharing our learning and insight with the profession

means the impact of our work goes beyond the individual customer and service provider to consumers more generally, who benefit from improvements in the way legal services are provided.

#### **1.4 Our Service Principles and Standards**

The Legal Ombudsman is committed to delivering high quality customer services in a timely, flexible manner that meets individual needs, situations, and expectations. Our Service Principles and Standards reflect our core values of being **Open, Fair, Independent** and **Effective**. Our Standards apply to all and show how we respect and respond to our customers and stakeholders and what they can expect from us. You can read about these in more detail at Appendix B.

#### **1.5 Our Improvement Journey**

The last two years have seen considerable effort, self-reflection, and investment from the Legal Ombudsman with respect to the quality of our service and where there might be room for improvement. While results are less consistent than we would like, prior to COVID 19 progress had been achieved in some dimensions. This is owing both to the successful completion of our modernisation programme and establishment of a new Operational Transformation team (in 2018-19), and to the ongoing honesty and openness with which we have approached our task of improving the journey for all customers and streamlining the journey from a person's initial contact with us, through investigation to final decision. However, the modest progress we were in a position to report pre-COVID 19 have been sadly undermined by the pandemic, in particular by the impact of the crisis on staff productivity and our service providers.

We cannot overstate our enthusiasm for genuine, tangible improvement to the way we provide our service, and the impact of our service delivery on our customers, many of whom have contacted us at or following a disappointing and/or distressing experience. All stages of the process are important, and we are committed to providing the very best service we can. Projecting and delivering an efficient, effective and professional service counts every step of the way, however we are acutely conscious of the negative impact that long waits at the beginning of the process can have on customer satisfaction, not least if those customers are disappointed with the outcome.

We are aware that the number of people waiting at the beginning of our service (i.e. those waiting to find out whether their case is within our jurisdiction) continues to be an issue. At the end of March 2020, 2,491 people were waiting for an investigation. This had increased to 3,929 at the end of August and is expected to reach around 5,000, with a wait time in excess of six months and increasing, by the end of the current financial year.

The Business Plan for 2021/22 – currently being [consulted](#) on - is part of a multi-year approach to recovery and improvement, the first part of which is the current financial year. A recovery plan has been established with an emphasis on delivering steady and sustainable improvement for the rest of this financial year, creating a solid foundation for the Legal Ombudsman moving forward over the remaining two years of the current strategy. During this year the senior leadership team has focused on keeping the service open and accessible to complainants and service providers during the Covid-19 pandemic. This has included supporting staff in a transition to fully remote working; implementing a Covid-19 recovery plan; and ensuring stability in a year which will see the organisation welcome a new Chief Ombudsman and Chief Operating Officer.

## 2. Requirements

### 2.1 The Role

The Service Complaints Adjudicator (SCA) is appointed by the OLC Board to provide an independent and impartial review of complaints about the Legal Ombudsman's service at the third and final stage of the service complaints process. In doing so, they will consider if the Legal Ombudsman has provided a fair and reasonable service in line with its published customer service principles, guidance and processes.

They will also use their insight and expertise to support the Legal Ombudsman to learn from complaints and improve its service to its customers. They will be required to report twice yearly to the Board and provide an Annual Report which will be incorporated into the OLC and Chief Ombudsman Statutory Annual Report. More information is set out in the Contract Terms at Appendix A.

The sorts of complaints the Service Complaints Adjudicator can look at include if we have:

- treated a customer rudely
- failed to communicate in the agreed manner
- failed to update customers
- failed to explain processes properly
- caused unnecessary delays
- failed to follow process

The policy cannot be used to review or appeal an ombudsman decision or certain steps taken during an investigation, such as our views on jurisdiction or the merits of the legal complaint.

The SCA will be trained to use our case management system and will be expected to use that system remotely to process complaints. The current arrangements facilitate communications between the consumer and the SCA through the Service Complaints Team, but bidders will be expected to have direct contact with the consumer by email and telephone.

Although the expectation is that the SCA works remotely a work desk can be provided if needed. It is expected that twice a year the SCA will meet with key members of the Management Team and the Board to give feedback.

From time to time the OLC Board may ask for additional work to be done such as input into quality reviews or an analysis of stage 1 or 2 complaints.

When writing your proposal, please ensure you provide evidence and examples in response to the Essential and Desirable criteria below, and against which your application will be assessed.

The Essential and Desirable criteria will be further explored at interview, along with experience and characteristics.

### **Essential Criteria**

- Significant senior level experience of complaints handling, investigations or regulation.
- Demonstrable knowledge of the principles of good governance and good administration.
- Demonstrable understanding of the views of the users of public services and experience of delivering services to a diverse range of users.
- Demonstrable experience of driving continuous improvement and promoting change.
- Proven leadership and management skills, and experience of reporting at Board level.
- Experience of applying strong analytical, critical reasoning and judgement skills to complex issues.
- Proven strong interpersonal, ambassadorial, and negotiating skills.
- Proven ability to communicate clearly with a diverse range of people.
- Demonstrable commitment to promoting equality, diversity and inclusion.

### **Desirable**

- Knowledge of the wider Ombudsman landscape in the UK and the regulatory framework within which the Legal Ombudsman operates.
- Knowledge and experience of managing and accounting for the use of public money.

### **Characteristics**

- Visible and demonstrable impartiality.
- Unquestionable personal integrity.
- Ability to think and act objectively and independently.
- Commitment to high standards of public administration and public service delivery.
- A strong sense of what is right and fair.
- Tenacious and resilient in the face of challenge.

## 2.2 Procurement timetable

An anticipated timetable is set out below. Please note that the dates are provisional only and may be subject to change.

<b>Procurement Activities</b>	<b>Date</b>
Publication of Invitation to Tender (ITT)	4 January 2021
Deadline for receipt of questions	15 January 2021
Deadline for responding to questions	22 January 2021
Deadline for receipt of tenders	29 January 2021
Shortlist of preferred tenders completed	w/c 8 February 2021
Interview/presentation with bidders	w/c 15 February 2021
Detailed discussions with preferred bidders	w/c 1 March 2021
Contract award	w/c 8 March 2021
Contract commencement	1 April 2021

## 2.3 Questions relating to this ITT

If you have any queries about any aspect of the process, or if you need additional information, please contact Samantha Argyle (Senior Ombudsman), to whom all enquiries about this invitation to tender should be addressed. You can contact her by email at [Samantha.argyle@legalombudsman.org.uk](mailto:Samantha.argyle@legalombudsman.org.uk).

The OLC is keen to accommodate any reasonable adjustments to support candidates in making their application and participating in the process. Please advise us if you have any specific requirements by contacting Samantha Argyle on the email address above.

## 2.4 Submission of tenders

Tenders must be submitted by no later than **29 January 2021**, by email to:

[procurement@legalombudsman.org.uk](mailto:procurement@legalombudsman.org.uk)

If you require assistance with submitting your tender, please email any questions to the same address or email to request a call back

Any late submissions will not be considered.

## 2.5 Anticipated caseload

Between April 2017 and March 2020, an average of 28 cases per year have been referred to the Service Complaints Adjudicator for consideration. Although additional cases may be referred, there is no obligation to provide work to that level.



## 2.6 Contract Duration

The contract will commence on 1 April 2021 for a one year period with an option to extend up to a further two years. The proposed contract terms are set out as an appendix to this tender. Bidders who wish to amend those terms must indicate this as part of their tender submissions although we reserve the right not to agree to them.

## 2.7 How to Apply

The Service Complaints Adjudicator will be selected on the basis of a combination of a written proposal and interview.

Your proposal for this post should include the following information:

- A comprehensive CV (no more than 2 sides of A4).
- A supporting statement (no more than two sides of A4) that evidences your experience of effective complaint resolution and addresses the Essential and Desirable Criteria as set out on page 7.
- A sample report reviewing the service delivery aspects of a mock case, based on those which you have produced for previous clients or an employer (de-personalised). This is to provide an insight into the likely format of the reports that you will produce for us.
- Details of any reference sites/previous clients.
- Confirmation as to whether you are aware of any conflict of interest in providing services to the OLC.
- Confirmation as to whether you intend to provide the services as a self-employed individual/sole trader or through a company or partnership. If the latter, please advise whether the company or partnership is an intermediary<sup>1</sup> for the purposes of the off payroll working rules set out in Chapter 8 of Part 2 of ITEPA 2003.
- Details of the level of Professional Indemnity Insurance and Public Liability Insurance cover you/your company has in place.

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<sup>1</sup> Broadly speaking, an “intermediary” means (a) a limited company in which you and your “associates” (e.g. your spouse and/or certain family members including your parents, children and siblings) together own (indirectly or directly) more than 5% of the ordinary share capital of the company; or (b) a partnership of which you are a member (subject to certain conditions concerning entitlement to profits); or (c) another individual. Please refer to Chapter 8 of Part 2 of ITEPA 2003 for further information.

- Details of your arrangements for payment of all income tax liabilities and national insurance or similar contributions in respect of your fees and ensuring your compliance with all relevant HMRC requirements.
- Details of pricing in GBP. Please include a day rate (based on a 7 hour day) or half day rate including VAT (if applicable). Any VAT (if applicable) should be identified separately.

If your proposal does not address each of the points above, it will not be accepted.

## **2.8 How we will handle your application**

Once submitted, we will acknowledge your proposal.

Your proposal will be evaluated on:

- The quality of the draft sample report;
- Evidence of skills and relevant experience in relation to complaint resolution, complaint handling;
- Evidence that you meet the Essential and Desirable criteria in the person specification on page 7. Please ensure that you provide written evidence and examples in your supporting statement to demonstrate how you meet the criteria;
- Reference sites/client list; and
- Value for money.

At the shortlisting meeting the panel will decide the bidders who will be invited for interview, taking account of the evidence provided in their written proposal. We will advise you of the outcome of your bid. If successful, you will be invited to a panel interview. You will be advised of the format of the interview in advance.

The interviewing panel will include at least two OLC Board members assisted by a senior member of staff from the Legal Ombudsman.

## **2.9 Equality and Diversity**

The Office for Legal Complaints serves a diverse society. That is a society made up of men and women; of people of different races, cultures and religions; of people with and without disabilities; of young people and older people; of straight, gay and transgender people; of people with and without caring responsibilities; and of people with many other differences.

We recognise, respect and value that diversity and will strive in all we do to serve the interests of people from all sections of society. We will also strive to become an organisation that reflects more fully the diversity of the society we serve and truly values the contributions which staff and contractors from all sections of society makes to our work.

In particular we:

- take account of the interests of all sections of society when developing our policies;
- ensure that, wherever possible, the services we provide meet the needs and expectations of all our service-users; and
- Seek to influence others with whom we work, or from whom we purchase goods and services, to share our commitment to valuing the diversity of our society

To meet our business objectives, we:

- Provide real equality of opportunity in the recruitment, development and promotion of all our staff
- Eliminate unfair discrimination and harassment in our workplace
- Extend family friendly working practices
- Develop all our staff to their full potential and make best use of their different talents
- Consult staff, including staff from minority groups, about how we can improve equality of opportunity and support diversity.

We set ourselves goals with measurable outcomes to assess our progress towards becoming a diverse organisation providing excellent service to all sections of society. We hold ourselves accountable for their achievement.

We expect our suppliers to uphold these values both as part of their normal day to day activities and in relation to their dealings with us.

## **2.10 Confidentiality and Non-Disclosure**

The OLC, by advertising, and the bidder by responding to this invitation to tender, agree to participate in the following joint Non-Disclosure Agreement for the purpose of information shared, to enable them to exchange freely commercial and technical confidential information regarding the subject of this document.

Accordingly as a precondition of such exchange of information and discussions it is hereby agreed between the parties to this agreement as follows:-

1. "Confidential Information" shall be any and all drawings, designs, specifications, models, samples, devices, manuals, reports, plans, diagrams, prototypes, computer programs, documentations and other things in which copyright subsists together with any and all information results, data, calculations, know-how and other things which are received by either party from the other during or as a consequence of any exchange of information or discussions, (verbally or visually transmitted information to be confirmed in writing within thirty days of its disclosure) but shall not include anything which:-
  - was already properly and provably in the possession of the recipient party, or
  - was already in the public knowledge at the time it was received from the other party hereto, or
  - subsequently becomes public knowledge through no default on the part of the recipient party, or
  - is received from a third party having good legal title thereto and not under any obligation of confidentiality, or
  - is independently acquired by the recipient party as a result of work carried out by or for the recipient party by personnel to whom no disclosure of the relevant Confidential Information has been made.
2. Each party hereto shall keep confidential all Confidential Information it receives from the other party. In particular it will not disseminate any such Confidential Information amongst its employees except to the extent strictly necessary to perform any evaluation agreed by the other party during or as a consequence of the discussions and it will use its best endeavours to ensure that none of its employees copies, discloses or uses Confidential Information except as hereby permitted; in this connection (but without limitation) each party will use at least the same degree of care in safeguarding Confidential Information of the other party as it uses in safeguarding its own information of a similar nature.
3. Each party shall use Confidential Information received from the other party solely for the purpose of evaluations agreed during or as a consequence of the discussions and shall return all of the other party's Confidential Information in material form on request by that other party.
4. The restrictions and obligations imposed hereby shall continue in force for five years after the effective date of this Agreement save that the provision of clause 2 shall continue to apply to each item of Confidential Information for a period of five years from its disclosure.
5. Nothing in this agreement shall be deemed to create a partnership or agency between the parties, or to grant or convey any licence (express or implied) under, or right to, any intellectual property comprised in Confidential Information disclosed hereunder.

6. Each party will be solely responsible for making its own judgement and decision on all Confidential Information. Neither party makes a representation or warranty as to the accuracy or completeness of the Confidential Information.
7. Each party confirms that in relation to the purpose set out above, it is acting as principal, and not as agent for or in concert with any other person.
8. It is understood that the obligations contained herein shall be binding on the successors, employees and representatives of both parties.
9. This Agreement shall be governed under the laws of England and Wales.
10. For the duration of this Agreement and for one year thereafter neither party will directly or indirectly solicit or entice away from the other party any employee of the other party where that employee is or has been directly or indirectly involved in any aspect of this Agreement.

## **2.11 Non-Collusive Tendering**

The bidder by responding to this invitation to tender confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. The bidder certifies that they have not done and undertake that they will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this context, the word "person" includes any persons and anybody unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

## Appendix A – SCA Contract Terms

### Part A

1. The services provided by the SCA are likely to require an average of two or three days per month but will be subject to review in the light of caseload experience. There may be months when no cases are referred.
2. The SCA will work from home but may be required to attend at our Birmingham office from time to time. The SCA will be required to provide their own equipment, such as a laptop or computer with broadband access, in order for the SCA to effectively undertake the duties. Support is currently provided by the Service Complaints Team who administer the service complaints process.
3. The SCA will be responsible for all of their own tax and National Insurance Contributions and will be required to fully evidence their compliance in this respect. Remuneration, excluding expenses, will be at a gross rate based on the agreed rate at tender acceptance and will be paid monthly or quarterly in arrears following receipt of a signed timesheet or invoice. These must not be accrued for a period longer than two months.
4. The SCA will be paid reasonable expenses, including travel to and from Birmingham incurred as part of the service provision, repaid by the OLC in accordance with its travel and subsistence policy.
5. The SCA will abide by all relevant OLC policies and procedures particularly those respecting and maintaining customer confidentiality, maintaining and processing data in accordance with the Data Protection Act 1998 and sections 150-152 of the Legal Services Act 2007 (restricted information), and our equality and diversity policy. Any breach of confidentiality of contract or restricted information will constitute a material breach of contract and enable the OLC to terminate the contract with immediate effect.
6. If the SCA wishes to terminate the contract they will give three months written notice. The OLC may terminate the contract for failure to provide a reasonable service through lack of competence or incapacity including data breaches
7. Details of the SCA expenses, gifts and hospitality received and or offered along with any declared interests will be published on the OLC website and updated on a quarterly basis.

## Part B

Full details of the services to be provided are set out below:

1. Any complainant or service provider (hereafter referred to collectively as consumer) unhappy with the service provided by the OLC may make a service complaint to the SCA about the standard of service provided by the OLC, provided:
  - a) The service complaint has been responded to by a Customer Experience Specialist under Stage 1 of the service complaints process;
  - b) Has also been looked at by a senior member of staff under Stage 2 of service complaints process; and
  - c) The complaint is made to the SCA within one month of the OLC confirming that it has completed its own internal procedures in relation to the service complaint.
2. If the SCA receives a service complaint that also relates to other matters such as litigation against the OLC, the SCA will only investigate the service complaint, which exclude among other things:
  - a) The merits of any decision involving a complaint against a service provider or other professional under the law or rules relating to the OLC including jurisdiction issues, dismissing, rejecting or upholding a complaint and any redress;
  - b) Any disagreement about what evidence the OLC have requested to be able to determine a complaint;
  - c) Allegations of bias;
  - d) Issues that would normally fall to the Information Commissioner's Office to determine;
  - e) Employment issues relating to employees of the OLC; and
  - f) Issues involving commercial transactions between the OLC and third parties.
3. Unless the Legal Ombudsman considers there are exceptional reasons to do so, the SCA will not consider service complaints whilst a complaint against a lawyer or other professional is in progress. Only in exceptional circumstances will the SCA require the OLC to suspend an investigation of a complaint against a lawyer or other professional while the service complaint is considered.
4. The SCA will have access to all files held by the Legal Ombudsman that are relevant to determining any service complaint.
5. If the SCA considers that a service complaint is justified in whole or in part they may recommend to the Chief Ombudsman that the Legal Ombudsman should:

- a) Apologise;
  - b) Reasonably alter a process or procedure in a manner that benefits the complainant and Legal Ombudsman;
  - c) Pay reasonable compensation (equivalent to what the OLC would itself award against a service provider in similar circumstances) for any loss, distress and or inconvenience caused by the Legal Ombudsman's level of service to the consumer.
6. If the Chief Ombudsman decides not to accept that recommendation, the SCA will refer the matter to the OLC Board. The OLC will normally decide its response at the next meeting following receipt of the SCA recommendations. The OLC Chair may request that the Chief Ombudsman and/or Adjudicator attend the meeting.
  7. If the OLC Board decides not to accept a recommendation referred to it by the SCA, it will tell the SCA and the consumer along with its reasons for not doing so. An anonymised summary of the case and the reasons for not accepting the recommendation may be published in the SCA annual report.
  8. The SCA will give his or her findings in writing to the OLC and the consumer. There is no appeal against the SCA decision.
  9. Each year the SCA will compile for inclusion in the annual report of the OLC a summary of the number and nature of the complaints received and of any recommendations made to the Chief Ombudsman or referred to the OLC.



## Appendix B – Values and customer service principles

Our values and corresponding service standards are:

**Open** - We will always be clear with you

### *Service Standards*

- We will communicate using plain English so you can make appropriate, informed choices.
- We will discuss with you at the beginning what you can expect from the service we provide.
- We will explain the complaints process and keep you updated about what is happening throughout.

### *You can expect us to*

- Communicate in a way that can be understood, avoiding using jargon, providing clear and relevant information.
- Listen carefully and ask questions to understand your complaint.
- Be professional and knowledgeable.
- Make sure everyone is clear about our process at every stage of the complaint.

**Open** – We will be understanding and approachable

### *Service standards*

- We will recognise each individual's perspectives and experiences.
- We will take your individual needs into account.
- We will offer support in a variety of ways such as BrowseAloud, large print and languages other than English to help you access our service.

### *You can expect us to*

- Be polite and treat you with respect.
- Listen to you and take your views seriously.
- Be empathetic and sensitive to your needs and support them.
- Make reasonable adjustments for people who require them.

**Effective** – We will make good use of everyone's time

### *Service standards*

- We will deal with your complaint efficiently and keep you informed about progress.
- We will help both parties resolve the complaint at the earliest opportunity.

- We understand that some complaints can be complicated, we will be honest about what we can deliver.

*You can expect us to*

- Ensure we understand your needs and deal with your complaint promptly.
- Keep you informed at all times throughout your involvement with us as to what to expect and when to expect it.
- Let you know as soon as possible if we are unable to help you.

**Fair and Independent** – We will be impartial, thorough and base our work on facts

*Service standards*

- We will be clear about what information we need from you.
- We will listen to what you have to say and consider relevant information provided by both parties before any final decision is reached.
- We will reach our decision based on information and what is balanced, fair and reasonable.
- We will provide a clear explanation of our decision.

*You can expect us to*

- Ensure we are objective, non-judgemental and fair throughout the investigation.
- Help you identify what information is needed, and be clear what can be used.
- Be consistent in our approach.
- Communicate our decisions clearly and concisely.

**Effective** – We will make a difference

*Service standards*

- We will be an independent voice and use our experience to inform debate within the legal, claims management and ombudsman sectors.
- We will help improve the complaint practices of service providers.
- We will identify the main causes of complaints and feed best practice information back to service providers.
- We will publish ombudsman decisions on our website, which will include information that is accurate, easy to find and understandable

*You can expect us to*

- Listen to, consider and learn from feedback we receive.
- Engage with service providers to provide support based on our learning.
- Provide information and learning to service providers by delivering external course.