

INVITATION TO TENDER (ITT)

Service Complaints Adjudicator

Reference: LEGO 268

Date of ITT Issue: 20/01/2025

Date of ITT Return: 13/02/2025

The logo for the Legal Ombudsman. It features the word "LEGAL" in a bold, pink, sans-serif font, with a stylized pink flourish or signature line above it. Below "LEGAL" is the word "OMBUDSMAN" in a black, sans-serif font.

Contents

1 Background	
1.1 About the Legal Ombudsman	3
1.2 Background to the scheme	3
1.3 Our Service Principles and Standards	3
1.4 Our Service Complaints Policy	4
2 Requirements	
2.1 The role	4
2.2 Anticipated caseload	4
2.3 Time per case	4
2.4 Contract length	5
2.5 Equipment and location	5
2.6 Person specification	5
3 Tender process	
3.1 Procurement timetable	6
3.2 Invitation to tender questions	6
3.3 How to apply	6
3.4 Submission of tender	7
3.5 How we will handle your application	7
4 Additional information	
4.1 Equality, diversity and inclusion	8
4.2 Confidentiality and non-disclosure	8
4.3 Non-collusive tendering	10

Appendices

A	Contract Terms	11
B	SCA Terms of Reference	12
C	Service Complaints factsheet	14

1. Background

1.1 About the Legal Ombudsman

People rely on legal services at key times in their lives – whether it's buying a home, dealing with bereavement, having issues at work, ending a marriage, or being involved in legal action. These things really matter – and that's why the Legal Ombudsman really matters.

If people cannot sort out a problem with a legal provider, we are here to help resolve things fairly and as quickly as possible. And as we resolve individual complaints, we share learning and insight into what we have seen – helping to prevent the same issues arising again.

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.

If you join us, you'll be part of our vision to be a lead and trusted Ombudsman scheme, where every complaint contributes to driving better legal services. You can read more about our three-year strategy and wider work on our website here: [Home | Legal Ombudsman](#).

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.

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](#).

1.3 Our Service principles

Everything the Legal Ombudsman does is guided by our commitment to providing a 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 here: [Our commitment to you | Legal Ombudsman](#).

1.4 Our Service Complaints Policy

We recognise that there are times when our customers may be dissatisfied with the service provided by our office. Whilst challenges against our decisions can only be considered under the limited grounds for Judicial Review; our service complaints process allows for concerns about our customer service to be heard and learnt from.

Our service complaints customer factsheet (Appendix C) sets out what can and cannot be considered under the remit of our service complaints policy. It also explains how complaints about our customer service are currently considered and escalated if unresolved.

2. Requirements

2.1 The role

The Service Complaints Adjudicator (SCA) role sits within our service complaints process. They provide a final opportunity for customers to escalate their unresolved concerns about our customer service to an independent person. The adjudicator will consider whether the Legal Ombudsman has appropriately addressed the concerns, and if appropriate to do so, they will make recommendations for improvement.

Appointed by the OLC Board, the adjudicator acts as a point of insight and assurance to the board and stakeholders. Reporting to the board twice a year, the adjudicator will also provide an annual report that is incorporated into the OLC and Chief Ombudsman Statutory Annual Report. More information is set out in the Contract Terms at Appendix A, and the SCA Terms of Reference at Appendix B.

2.2 Anticipated caseload

The number of service complaints that escalate to the SCA each year can vary, but it is usually between 15 to 20. This is often 1 or 2 cases per month, but the work can be more sporadic and there may be months with no referrals at all.

2.3 Time per case

The time spent dealing with each case will vary depending on both the number of concerns raised and the complexity of those concerns. The SCA will be expected to read the Legal Ombudsman's final response to the complaint and the customer's representations in response. In making their decision and any recommendation, the SCA will also have full access to our guidance and policy documents; along with all records and call recordings relating to the customer's concerns. Allowing for reading

and review; communication with our service complaints team or customer (if required); and writing their report, we would not expect an individual case to take more than 10 hours of the adjudicator's time. The average case time is expected to be 6 hours.

2.4 Contract length

The contract will commence on 1 April 2025 for a two-year period initially, with the option to extend for 2 periods of 1 year a time (a 2 +1 +1 contract).

2.5 Equipment and location

The SCA will be provided with a laptop for Legal Ombudsman work use only. Microsoft suite and Teams access, along with all systems and software required for their role. Training and support will be provided by our IT team and Service Complaints Team.

The SCA is expected to work remotely from home or an alternative secure location. In person attendance is expected at 2 Board Meeting per year (these are usually held in Birmingham), travel expenses will be reimbursed in accordance with LeO Travel Policy. Access to the LeO travel booking system can be given for purchase of train tickets.

2.6 Person specification

To be successful in the role we are looking for an adjudicator with the following essential and desirable experience and skills:

Essential criteria:

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

Desirable criteria:

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

3. Tender process

3.1 Procurement timetable

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

Procurement Activities	Date
Publication of Invitation for Tender	24 January 2025
Deadline for receipt of questions	31 January 2025
Deadline for responding to questions	5 February 2025
Deadline for receipt of tenders	5pm 13 February 2025
Shortlisting	21 February 2025
Interview shortlisted bidders	5 March 2025
Contract awarded	w/c 10 March
Contract commencement	1 April 2025
Induction and training	1-4 April 2025

3.2 Invitation to Tender questions

If you have any queries about any aspect of the process, or if you need additional information or a reasonable adjustment, please contact Martin Pink (Procurement & Contracts Manager) to whom all enquiries about this invitation to tender should be addressed. His email address is: Procurement@legalombudsman.org.uk

He will amalgamate all questions and queries for collective responses, which will be returned to all on the invite list by the 5th February 2025.

3.3 How to apply

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

Your proposal should include:

- 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 above.
- 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 (anonymised). 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 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.
- 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, with any VAT applicable clearly stated. Pricing must be submitted on a fixed cost basis, to be invoiced quarterly in arrears.

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

3.4 Submission of tender

Tenders must be submitted by no later than **5pm 13th February 2025**, by email to: 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.

Late submissions will not be considered.

3.5 How we will handle your application

Once submitted, we will acknowledge your proposal.

A shortlisting exercise will determine those 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 shortlisting will score your responses to the essential criteria listed in section 2.6 above. Shortlisting will be completed by the Senior Ombudsman (Specialist) and the Quality Manager, and reviewed by the Deputy Chief Ombudsman. Financials will be reviewed by the Procurement Manager.

Scoring for the shortlisting will be awarded as follows:

Score 0	Poor. No response or response which is irrelevant to question.
Score 1	Weak. Response only partially answers question, with major deficiencies apparent. Little relevant detail.
Score 4	Fair. Response almost meets question requirements but remains basic and missing some detail.
Score 7	Adequate. Response satisfies question requirement and has provided detail requested.
Score 10	Excellent. Comprehensive and useful response which answers the question and exceeds minimum expectations. Including a full description of techniques and measurements employed, and a level of detail which adds value to the submission.

Each question will have the same weighting, with an overall weighting of 70% for the questions and 30% for the financials.

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

4. Additional Information

4.1 Equality, diversity, and inclusion

Different perspectives are central to the work of an Ombudsman – and its central to our approach as an employer. Its why we encourage applications from people from the widest possible range of backgrounds and circumstances. We want everyone to

feel welcome, respected and engaged at work – and we know that's when you will feel and perform at your best.

We recognise, respect and value that diversity and will strive in all we do to serve the interests of people from all parts 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.

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.

4.2 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.

4.3 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:

- 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.
- enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted.
- 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 – 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 provided with a laptop, but will need to ensure suitable broadband access, in order for the SCA to effectively undertake the duties.
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.

Appendix B- SCA Terms of Reference

1. The Service Complaints Adjudicator (the Adjudicator) is appointed by the OLC Board to provide insight and assurance in regard to the Legal Ombudsman's handling of complaints about their own customer service.
2. In line with the Legal Ombudsman's Service Complaints process, the Adjudicator may be asked to consider a complaint raised about the Legal Ombudsman's customer service if:
 - a. The complaint raised falls within the service complaints remit (as defined by the Legal Ombudsman's service complaints factsheet);
and
 - b. The Legal Ombudsman has provided their final internal response; **and**
 - c. The customer has requested escalation of the service complaint to the Adjudicator within one month of the Legal Ombudsman's final internal response.

3. If the customer raising the service complaint also has complaints that are outside of the service complaints remit, the Adjudicator will not consider or discuss those complaints.
4. The service complaints remit is defined by the Legal Ombudsman's service complaints factsheet. The Adjudicator will investigate complaints about the Legal Ombudsman's customer service only, and **cannot consider**:
 - a. The merits of any decision made by the Legal Ombudsman in their assessment and/or investigation of a lawyer complaint.
 - b. The time limits set by the Legal Ombudsman in their assessment and/or investigation of a lawyer complaint.
 - c. The scope of investigation conducted by the Legal Ombudsman in their assessment and/or investigation of a lawyer complaint.
 - d. Any disagreement about what evidence the Legal Ombudsman has requested and/or has considered in their assessment and/or investigation of a lawyer complaint.
 - e. The interpretation of Scheme Rules or any decision made under the Scheme Rules such as case fee waivers or the publication of decisions.
 - f. Allegations of bias or misconduct in public office.
 - g. Issues that would normally fall to the Information Commissioner's Office to determine.
 - h. Employment issues relating to employees of the Legal Ombudsman / OLC.
 - i. Issues involving commercial transactions between the OLC and third parties.
5. In addition to the Legal Ombudsman's final internal response to the service complaint, and the customer's representations in response, the Adjudicator will have access to all records held by the Legal Ombudsman relating to the service complaint. If required, the Adjudicator may seek any further information that they consider necessary from the customer or from the Legal Ombudsman.
6. If the Adjudicator concludes 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. Take such steps as the Adjudicator believes would be fair and reasonable; and/or
 - c. Pay reasonable compensation (equivalent to what the Legal Ombudsman 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 customer service.

7. If the Chief Ombudsman decides **not** to accept that recommendation, the Adjudicator will refer the matter to the Legal Ombudsman's Board (the OLC). The OLC will normally decide on its response at the next meeting, following receipt of the details of the service complaint and the Adjudicator's recommendation(s). The OLC may request that the Chief Ombudsman and/or the Adjudicator attend the meeting.
8. If the OLC decides **not** to accept a recommendation referred to it by the Adjudicator, it will tell the Adjudicator and the customer making the service complaint 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 Adjudicator's annual review.
9. The Adjudicator will give their findings in writing, and these will be provided to the Legal Ombudsman and to the customer that made the service complaint. There is **no appeal** against the Adjudicator's decision.
10. Each year the Adjudicator will compile, for inclusion in the annual report of the Legal Ombudsman, 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 C – Service Complaints Factsheet

Service complaints process

If you are unhappy with the customer service you have received from us, here is how to complain.

Complaints about our customer service

We are committed to providing a high standard of customer service to all of our customers and aim to address any concerns about our customer service as promptly as possible. When you raise a concern, we will try to put things right and will learn from your experience to make improvements.

If you wish to complain about the level of customer service you have received, let us know at any point whilst the lawyer complaint is open or within two months of it being closed.

Who can make a service complaint?

A complaint can be made by anyone in receipt of our customer service, including the service provider or a representative of either party.

What is a service complaint?

A service complaint is when you tell us that you are unhappy with the level of customer service we have provided to you. You can complain about things such as:

- We have been rude to you.
- We have not met your reasonable adjustment needs.
- We have caused unnecessary delay and/or have not kept you regularly updated.
- We have failed to respond to your calls/emails/letters.
- We have not followed our own process and procedure.

What is not a service complaint?

There are some things we cannot consider as a complaint about our customer service. This includes any complaints that relate to our decision making on the lawyer complaint. For example:

- If you are unhappy with the decision made on the lawyer complaint.
- If you disagree with the evidence considered or the weight we have applied to it.
- If you disagree with the complaints we have said we can deal with, or how we have worded those complaints.
- If you are unhappy with a time limit set by an investigator or an ombudsman.
- If you want the investigator changed.
- If you believe our decision making has been biased.

These concerns will be addressed as part of our usual escalation of a lawyer complaint from an investigator to an ombudsman. Once an ombudsman has made a Final Decision, that can only be challenged under the recognised grounds for Judicial Review.

Service complaints process

If you are unhappy with the customer service you have received from us, here is how to complain.

How do I make a service complaint?

If you have a concern about our customer service, please tell the person who is dealing with your lawyer complaint. They will be happy to assist and are likely to be able to resolve your concern straight away, without the need to raise a formal complaint.

Complaints about our customer service must be raised at the time of the concern or within two months of the lawyer complaint closing.

Stage 0 – Line Manager review

If the staff member is unable to resolve your concern, you may ask for it to be escalated as a complaint to their line manager. The line manager will aim to reply to you within 10 working days.

Please note: if your lawyer complaint has closed, we may move your complaint straight to stage 1.

Stage 1 – Customer Experience Specialist review

If the line manager is unable to resolve your complaint, you can ask for it to be considered by one of our Customer Experience Specialists within our Service Complaints Team.

The Customer Experience Specialist will carry out an independent investigation into your concerns and provide you with a report setting out their findings.

Stage 2 – Senior Manager review

If the Customer Experience Specialist is unable to resolve your complaint, you can ask for it to be reviewed by a Senior Manager.

Stage 3 – Service Complaints Adjudicator review

If you are still unhappy after receiving a response from a Senior Manager, you can ask for your complaint to be reviewed by our Service Complaints Adjudicator. The Adjudicator is an independent party appointed by our Board.

This is the final stage of our service complaint process and there is no further right of appeal.

Please note: the Adjudicator will only usually review a service complaint once the lawyer complaint is closed.

Service complaints process

If you are unhappy with the customer service you have received from us, here is how to complain.

How can we resolve your complaint?

If we uphold your complaint, we will offer you a remedy for the detriment caused. This may be:

- An apology.
- An explanation for why something went wrong and/or what we intend to do or fix it.
- Financial compensation if a loss or significant emotional impact was caused.

We will also ensure that we learn from your experience. This can include staff feedback; training; increased supervision; or improvements to our external or internal guidance.

What we cannot do

We are unable to:

- Change the outcome of your lawyer complaint.
- Reallocate your lawyer complaint to a different investigator.
- Change or extend the time limits set by our investigators or ombudsman.

How long will it take?

The time it takes us to complete a review at each stage in our service complaints process depends on the complexity of your concern, along with the demand for our service at any particular time. We will let you know how long it may take once your concern is raised at each stage.

What will happen with my lawyer complaint while my service complaint is being considered?

If your lawyer complaint is still open, it will continue whilst your service complaint is being considered. A service complaint being raised would not, ordinarily, delay the investigation of a lawyer complaint.

How do I contact the service complaints team?

Please email us at service.complaints@legalombudsman.org.uk.

If you would like to speak with us by phone, please request this via email or call our Enquiries team on 0300 555 0333 who can pass on your request for a call back from a member of our team.

You can write to us at: Service Complaints Team; Legal Ombudsman; PO Box 6168, Slough, SL1 0EL.

We are committed to making sure the way we work doesn't put you at a disadvantage so in addition to our legal duty to provide reasonable adjustments for disabled people, if you need any help or support, please tell us about it and we will do our best to meet your needs. We also understand that your circumstances might change, along with the support that you need, so please let us know at any time and we will consider your request. Please note that our calls may be recorded for training and monitoring purposes.