

**Dated:**

**GENERAL DENTAL COUNCIL**

**and**

**MILLS AND REEVE LLP**

**CONTRACT FOR THE PROVISION OF LEGAL SERVICES**

THIS AGREEMENT is made on 26 FEBRUARY 2018

**BETWEEN:**

**GENERAL DENTAL COUNCIL** a statutory authority established by the Dentists Act 1956 whose principal place of business is at 37 Wimpole Street, London W1G 8DG ("GDC"); and

**Mills and Reeve LLP** a company registered in England and Wales under Registered Company No. OC326165 whose registered office is at Monument Place, 24 Monument Street, London, EC3R 8AJ. ("Contractor").

**IT IS AGREED** that the following schedules as set out below will apply to the performance of this contract:

- Schedule 1: GDC's email dated 31 January 2018 confirming acceptance of tender.
- Schedule 2: GDC's Invitation to Tender dated 4 December 2017.
- Schedule 3: Mills and Reeve LLP's tender dated 22 December 2017.

**IN WITNESS** of which this Agreement has been duly executed by the parties.

SIGNED for and on behalf of GDC	SIGNED for and on behalf of Mills and Reeve LLP
Signature: 	Signature 
Name: Bobby Davis	Name KEVIN CALDER
Position: Executive Director – Organisational Development	Position PARTNER
Date: 26/2/18	Date 12/2/2018

**David Robins**

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**From:** David Robins  
**Sent:** 31 January 2018 09:06  
**To:** 'kevin.calder@mills-reeve.com'  
**Cc:** Melissa Sharp  
**Subject:** GDC Contract for Legal Services

Dear Mr Calder,

I am pleased to inform you that, following the evaluation process, the General Dental Council accepts your tender dated 22 December 2017 submitted in respect of the above mentioned contract.

I will arrange for contract documentation to be prepared and forwarded to you shortly. This will be based on your tender and the terms and conditions contained therein.

In the meantime my colleague Melissa Sharp will be contacting you to discuss and agree next steps.

Should you have any queries, please do not hesitate to contact either myself or Melissa.

Regards,

David Robins  
Procurement Manager  
General Dental Council  
Phone: +44(0)20 7167 6282  
Email: [drobins@gdc-uk.org](mailto:drobins@gdc-uk.org)  
Web: [www.gdc-uk.org](http://www.gdc-uk.org)

General  
Dental  
Council  
protecting patients  
regulating the dental team



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**CONTRACT FOR THE PROVISION OF LEGAL SERVICES**

INVITATION TO TENDER

*This document should be completed and returned in accordance with the Instructions to Tenderers contained herein*

**Tender to be submitted by:** **12.00 noon 22 December 2017**

**To:** Melissa Sharp - Head of Corporate Legal  
General Dental Council  
37 Wimpole Street  
London  
W1G 8DQ

**E-mail address:** [msharp@gdc-uk.org](mailto:msharp@gdc-uk.org)

**General Dental Council  
37 Wimpole Street  
London  
W1G 8DQ**

**DATE 4 DECEMBER 2017**

**GENERAL DENTAL COUNCIL**  
**CONTRACT FOR PROVISION OF LEGAL SERVICES**

**INVITATION TO TENDER**

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## GENERAL DENTAL COUNCIL

### CONTRACT FOR PROVISION OF LEGAL SERVICES

#### 1. Overview of the General Dental Council

- 1.1. The General Dental Council (GDC) is the UK-wide statutory regulator of over 100,000 members of the dental team, including approximately 40,000 dentists and 60,000 dental care professionals (DCPs) - dental nurses, clinical dental technicians, dental hygienists, dental technicians, dental therapists and orthodontic therapists.
- 1.2. The GDC is overseen by a Council of 12 members, six lay and six dental professionals.
- 1.3. Our legislation, the Dentists Act 1984, sets us the following objectives:
  - to protect the public
  - to protect, promote and maintain the health, safety and well-being of the public
  - to promote and maintain confidence in the dental profession
  - to promote and maintain proper professional standards and conduct for these professions.
- 1.4. We do this by ensuring that dental professionals meet our standards, which reflect patient expectations, and deliver safe and appropriate care to patients.
- 1.5. Our principal place of business is 37 Wimpole St, London W1G 8DQ, with additional office at Baker Street and in Croydon. These sites accommodate approximately 300 staff.
- 1.6. Further details on the GDC may be found on our web site [www.gdc-uk.org](http://www.gdc-uk.org)

#### 2. Introduction and Background to the Project / Programme

- 2.1. The GDC has an in-house legal team, headed by the Principal Legal Adviser. The Corporate Legal team is responsible for advising the organisation on all legal matters that do not relate to the investigation and prosecution of fitness to practise and illegal practice cases. The Head of Corporate Legal will seek advice from external specialists where appropriate.
- 2.2. Estates issues and employee relations have been identified as areas where external advice is required on a regular basis, and the decision has been taken to enter into a formal arrangement for the provision of such services. This is intended to ensure that the GDC has access to timely, pragmatic and accurate legal advice as required.
- 2.3. This has become particularly important in the light of the GDC's recent announcement that it intends to relocate approximately 90 roles from London to Birmingham by the end of 2018. The GDC will require advice to support this critical project, in addition to its routine activities, as it seeks to secure premises and manage the employee relations aspect of the relocation.

#### 3. Tender Conditions and Contractual Requirements

This section of the ITT sets out the GDC's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("Procurement Process").

### **3.1. Contracting requirements**

- 3.1.1 The contracting authority is the GDC, which includes any subsidiary companies and other organisations that control or are controlled by the GDC from time to time.
- 3.1.2 The Contract will commence as soon as possible after the completion of this procurement exercise and will be awarded will be for an initial period of two years with an option for an extension for up to an additional two years.
- 3.1.3 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the GDC may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.
- 3.1.4 The GDC is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the GDC to reject that tender response and to disqualify that potential supplier from this Procurement Process.

### **3.2 General Policy Requirements**

- 3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable GDC policies relevant to the goods and/or services being supplied.

### **3.3 General tender conditions (“Tender Conditions”)**

- 3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.
- 3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the GDC carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the GDC for such purposes.
- 3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the GDC will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the GDC.
- 3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the GDC promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any

in of its associated documents and/or in any information provided to you as part of this Procurement Process.

- 3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the GDC may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the GDC, be extended. Your tender response must comply with any amendment made by the GDC in accordance with this paragraph 3.3.5 or it may be rejected.
- 3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the GDC’s requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the GDC as part of this Procurement Process.
- 3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the GDC completed in all areas and in the format as detailed by the GDC in Annex 1 (Information to be provided by potential suppliers). Any documents requested by the GDC must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.
- 3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the GDC. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 1 (Information to be provided by potential suppliers) and these Tender Conditions.
- 3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the GDC may be rejected which:
- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - contains hand written amendments which have not been initialled by the authorised signatory;
  - does not reflect and confirm full and unconditional compliance with all of the documents issued by the GDC forming part of the ITT;
  - contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the GDC in any way;
  - is not submitted in a manner consistent with the provisions set out in this ITT;
  - contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
  - is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the GDC to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the GDC concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the GDC shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the GDC shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the GDC any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the GDC is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the GDC reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the GDC will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

- 3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.
- 3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the GDC in relation to fraud or in other circumstances where the GDC’s liability may not be limited under any applicable law.

#### **4. Confidentiality and Information Governance**

- 4.1 All information supplied to you by the GDC, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the GDC has given express written consent to the relevant communication.
- 4.3 This ITT and its accompanying documents shall remain the property of the GDC and must be returned on demand.
- 4.4 The GDC reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the GDC. The GDC further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the GDC in accordance with such rights reserved by it under this paragraph.
- 4.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies apply to the GDC (together the “**Disclosure Obligations**”).
- 4.6 You should be aware of the GDC’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the GDC. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the GDC under the Disclosure Obligations, unless the GDC decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part B of Annex 1 (Information to be provided by potential suppliers), you must provide clear and specific detail as to:
- the precise elements which are considered confidential and/or commercially sensitive;

- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the GDC should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the GDC accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the GDC, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the GDC on the basis that it may be disclosed under the Disclosure Obligations if the GDC considers that it is required to do so and/or may be used by the GDC in accordance with the provisions provision of this ITT.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the GDC’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the GDC’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## 5. Tender Validity

5.1 Your tender response must remain open for acceptance by the GDC for a period of sixty days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the GDC.

## 6. Payment and Invoicing

6.1 The GDC will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the GDC must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. Minimum requirements for an invoice for the GDC include:

- A description of the good/services supplied is included.
- The GDC’s Purchase Order number is included.
- It must addressed to [finance@gdc-uk.org](mailto:finance@gdc-uk.org).

## 7. Specification of Requirements

The purpose of this contract is to secure for the GDC access to value for money, timely and expert advice in key practice areas that are not available in house, in order to support the Principal Legal Adviser and Head of Corporate Legal in the delivery of legal services to the Executive Management Team and Council.

The two areas in which the GDC is seeking to appoint an external provider are employee relations work and estates. It would also be beneficial if the provider had the capacity and capability to advise on complex contractual and commercial matters on an ad hoc basis.

A summary of the work that will be required by the selected legal providers on each case is detailed below:

- Employee relations
  - o Advice on relocation, retention and redundancy processes and packages
  - o Advice on relocation consultation
  - o Advice on disputes arising from the relocation exercise
  - o Advice on employee disputes generally – the GDC has a low volume of cases proceeding to the Employment Tribunal, and a medium level of employee disputes in respect of which advice is required.
  
- Estates strategy
  - o Advice on leases, serviced offices and other issues relating to estates management, in particular in connection with the relocation from serviced offices in London to Birmingham
  - o Advice in respect of terms of lease for Wimpole Street location.

The key performance requirements that the GDC is seeking are as follows:

- Demonstrable experience and expertise of providing proactive and pragmatic advice in the provision of legal services in the areas listed above, including named subject matter experts appointed to act a key contacts and with responsibility for allocating work appropriately;
- Demonstrable targeted use and availability of different levels of fee-earners according to complexity of task to maximise cost efficiency to client;
- Commitment to provide a client partner as key point of contact and with responsibility for the overall delivery of the contract.
- Agreed response times for urgent and routine matters to be included in measurable KPIs.
- Competitive hourly rate; with willingness to agree capped fees for particular projects and pieces of work.
- Capacity to deliver on work required in 2018.
- Added value – the GDC will look for evidence of any additional value that providers can offer.
- Demonstrable evidence of commitment to CSR and sustainability.
- In the case of services, the overall purpose and aims of any service(s) and the geographical location and spread of the service(s);

The contracted provider should have a presence in London but it is not essential that the teams providing the service are based in the capital.

## 8. Mandatory Requirements / Constraints

- 8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the GDC' s specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the GDC to reject a tender response in full.

## 9. Timescales

- 9.1. Subject to any changes notified to potential suppliers by the GDC in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Deadline for clarification questions ( <b>Clarification Deadline</b> )	12 noon – 15/12/2017
Deadline for submission of ITT responses by potential suppliers ( <b>Tender Response Deadline</b> )	12 noon – 22/12/2017
Potential supplier interviews	To be confirmed
Contract concluded with winning supplier	As soon as possible after completion of procurement exercise.
Contract start date	As soon as possible after completion of procurement exercise.

## 10. Instructions for Responding

- 10.1. The documents that must be submitted to form your tender response are listed at Part B of Annex 1 (Information to be provided by potential suppliers) to this ITT. Your tender document must be headed "TENDER FOR LEGAL SERVICES" and must be emailed to [msharp@gdc-uk.org](mailto:msharp@gdc-uk.org) by no later than 12 noon on 22 December 2017.

The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the GDC.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the GDC.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the GDC).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.

- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant GDC requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a GDC requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **11 Clarification Requests**

- 11.1 All clarification requests should be submitted to Melissa Sharp, Head of Corporate Legal at [msharp@gdc-uk.org](mailto:msharp@gdc-uk.org) by the Clarification Deadline, as set out in the Timescales section of this ITT. The GDC is under no obligation to respond to clarification requests received after the Clarification Deadline.
- 11.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.
- 11.3 The GDC reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the GDC considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the GDC responding to all potential suppliers.
- 11.4 The GDC may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the GDC by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

## 12 Evaluation Criteria

12.1 Tenders will be evaluated on the basis of 65% quality and 35% price in accordance with the evaluation methodology set out below. Following the initial evaluation of tenders, potential suppliers will be invited to meet with the evaluation panel to discuss and if necessary clarify any aspects of their tender. Please note that the interviews will not be scored.

QUALITY CRITERIA	WEIGHT
<p><b>Project Experience</b></p> <p>The relevant experience of the firm in:</p> <ul style="list-style-type: none"> <li>• The areas in which services are sought – particularly in advising on relocation projects</li> <li>• Experience of working with in-house legal teams in statutory bodies performing statutory functions in a regulated environment</li> <li>• Appreciation of public law duties and obligations</li> </ul> <p><b>Team / Management</b></p> <ul style="list-style-type: none"> <li>• The expertise and range of experience of the assigned people on the project</li> <li>• Experience of key client contact, and named subject matter experts in the areas of specialism, and in managing similar contracts for in house clients</li> </ul> <p><b>Availability</b></p> <ul style="list-style-type: none"> <li>• Capacity and flexibility to get up to speed with the relocation project quickly, and provide advice from the start of the contract period.</li> </ul> <p><b>Fee Inclusions</b></p> <ul style="list-style-type: none"> <li>• Scope of services included in the fee proposal and the appropriateness of the quoted amount to enable optimum service provision for the client.</li> </ul>	40%
<p><b>Contract Management</b></p> <ul style="list-style-type: none"> <li>• Evidence of how the contract will be managed – with clear routes for agreeing expectations, reporting on performance, and addressing any issues that arisen</li> <li>• High quality, timely and proactive</li> <li>• Regular feedback meetings</li> <li>• Evidence of excellent customer service with all stakeholders</li> </ul>	10%
<p><b>Systems</b></p> <ul style="list-style-type: none"> <li>• IT</li> <li>• Performance monitoring systems</li> </ul>	10%

<ul style="list-style-type: none"> <li>• Policies and processes</li> <li>• Quality Assurance controls</li> <li>• Equality and Diversity central to operation</li> </ul>	
<b>Terms and Conditions</b> <ul style="list-style-type: none"> <li>• Acceptability of potential supplier’s terms and conditions</li> </ul>	5%

13.2 Scoring Model – Tender responses will be subject to an initial review and any tender response not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the GDC for all criteria other than Commercial using the following scoring model:

Points	Interpretation
10	<b>Excellent</b> – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.
7	<b>Good</b> - Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested.
5	<b>Adequate</b> - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder’s failure to provide all of the evidence requested.
3	<b>Poor</b> – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
0	<b>Unacceptable</b> - The response is non-compliant with the requirements of the ITT and/or no response has been provided.

13.3 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of Annex 2 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the GDC as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the GDC as part of the pricing approach, the GDC may reject the full tender response at this point. The GDC may also reject any tender response where the Overall Price for the goods and/or services is considered by the GDC to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

- 13.4 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.
- 13.5 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology.

**GENERAL DENTAL COUNCIL**  
**CONTRACT FOR LEGAL SERVICES**

**FORM OF TENDER**

To: The General Dental Council

Having examined the Terms and Conditions of Contract and the Specification for the provision of Legal Services, I/We offer to carry out the whole of the said services in conformity with the said Terms and Conditions of Contract and Specification.

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/We certify that this is a bona fide tender, intended to be competitive, and that I/We 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. I/We also certify that I/We have not done and will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a. communicating to a person other than the person calling for those tenders the amounts 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. entering 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. Offering or paying or giving or agreeing 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 Form of Tender the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signature: \_\_\_\_\_ Designation: \_\_\_\_\_

for and on behalf of: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Tel. No. \_\_\_\_\_

## Annexes

### List of Annexes forming part of this ITT but issued as separate documents

**Annex 1 - Information to be provided by Potential Suppliers**

**Annex 2 – Pricing Approach**

## GENERAL DENTAL COUNCIL

## CONTRACT FOR PROVISION OF LEGAL SERVICES

## INFORMATION TO BE PROVIDED BY POTENTIAL SUPPLIERS

## PART A – INFORMATION ABOUT YOUR FIRM

## 1. Full name, address of the Potential Supplier:

Organisation Name	
Address	
Town/City	
Postcode	
Website	

## 2 Name, position, telephone number and e-mail address of main contact for this project.

Name	
Position	
Telephone Number	
E-mail	

## 3. Current legal status of the Potential Supplier:

	Please (tick one box)		Please (tick one box)
Partnership		Public Limited Company	
Limited Liability Partnership		Other – please provide details on a separate sheet.  If a consortium, please outline the proposed legal structure of the consortium including an organisation chart and a full description of each member's role.	

Date and place of formation of the Potential Supplier, registration under the Companies Act, please provide copies of Certificate of Incorporation and any changes of name, registered office and principal place of business.

Date established or registered		Registration number	
Registered Office			
Please provide in no more than 500 words on a separate sheet a brief description of the Potential Supplier's primary business and main products and services.			

Please provide a one-page chart illustrating the ownership structure of the Potential Supplier including relations to any parent or other group or holding companies.

Ownership structure enclosed (please ✓)	
---	--

#### 4. Registration with professional body

Where applicable, is the Potential Supplier registered with the appropriate trade or professional register(s).

<b>Evidence of registration with appropriate professional/trade body</b> <i>Either insert required details or state 'None'</i>

#### 5. Modern Slavery Act 2015

Since 1 October 2015, commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover in excess of £36 million ("relevant commercial organisations") have been required under Section 54 of the Act to prepare a slavery and human trafficking statement as defined by section 54 of the Act.

<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ...  No <input type="checkbox"/> Please provide an explanation

## 6. Insurances

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

Yes/No

Employer's (Compulsory) Liability Insurance = £5,000,000

Public Liability Insurance = £5,000,000

Professional Indemnity Insurance = £2,000,000

## 7. Equal Opportunities

Do you have an equal opportunities and/or race relations policy? If 'yes', please enclose a copy	YES / NO <i>(please delete)</i>
Do you provide staff training on equal opportunities/diversity?	YES / NO <i>(please delete)</i>
Is it your policy as employers to comply with your statutory obligations under the Equality Act 2010?	YES / NO <i>(please delete)</i>
In the last three years have any finding of unlawful discrimination in the employment field been made against you by an employment tribunal, an employment appeal tribunal, or any court or in comparable proceedings in any other jurisdiction?	YES / NO <i>(please delete)</i>
If the answer to the previous question is yes, please provide details as to what steps have been taken by you as a result of that finding?	

**PART B – PROJECT SPECIFIC INFORMATION**

<b>Criteria Heading</b>	<b>Submission Min Requirements</b>	<b>Detail</b>
<p><b>Project Experience</b></p> <p>The relevant experience of the firm in:</p> <ul style="list-style-type: none"> <li>• The areas in which services are sought – particularly in advising on relocation projects</li> <li>• Experience of working with in-house legal teams in statutory bodies performing statutory functions in a regulated environment</li> <li>• Appreciation of public law duties and obligations</li> </ul> <p><b>Team / Management</b></p> <ul style="list-style-type: none"> <li>• The expertise and range of experience of the assigned people on the project</li> <li>• Experience of key client contact, and named subject matter experts in the areas of specialism, and in managing similar contracts for in house clients</li> </ul> <p><b>Availability</b></p> <ul style="list-style-type: none"> <li>• Capacity and flexibility to get up to speed with the relocation project quickly, and provide advice from the start of the contract period.</li> </ul> <p><b>Fee Inclusions</b></p> <ul style="list-style-type: none"> <li>• Scope of services included in the fee proposal and the appropriateness of the quoted amount to enable optimum service provision for the client.</li> </ul>	<p>Staff profiles/CVs to include type and level of experience, and outputs they will achieve.</p> <p>Method statement outlining quality assurance processes</p> <p>Details of any added value aspects you can bring to the contract</p> <p>Statement to evidence accompanied by 3 Case Study references. Reference to contract compliance and how overcome challenges.</p>	<p>Account will be taken of the skills of staff working on the contract as well as the experience and knowledge that they will bring.</p> <p>Case studies of work on similar relocation projects.</p> <p>Evidence of bidder’s quality assurance processes will also be taken into account.</p> <p>How proposed added value could benefit the GDC.</p> <p>Account will be taken of the breadth and level of specialist relevant knowledge.</p>

<p><b>Contract Management</b></p> <p>Evidence of how the contract will be managed</p> <ul style="list-style-type: none"> <li>• with clear routes for agreeing expectations, reporting on performance, and addressing any issues that arisen</li> <li>• high quality, timely and proactive</li> <li>• continuous Improvement / Innovation; annual delivery plan</li> <li>• evidence of excellent customer service with all stakeholders</li> <li>• commitment to timely and accurate contract financial management</li> </ul>	<p>Contract Management Method Statement with evidence of all areas.</p>	<p>Evidence contract management, focussing on outputs for the GDC.</p>
<p><b>Term and Conditions of Contract</b></p>	<p>Copy of terms and conditions relative to the provision of services detailed in specification.</p>	<p>Acceptability of proposed terms to the GDC.</p>
<p><b>Systems</b></p> <ul style="list-style-type: none"> <li>• IT</li> <li>• performance monitoring systems</li> <li>• policies and processes</li> <li>• quality assurance controls in place to routinely deliver</li> <li>• equality and diversity central to operation</li> </ul>	<p>IT/Reporting Method Statement</p>	<p>Detail the systems that will be used in the contract and the quantifiable and quality impact that will be seen in delivery of the contract.</p>

GENERAL DENTAL COUNCIL

CONTRACT FOR PROVISION OF LEGAL SERVICES

PRICING SCHEDULE

Tenderers are requested to set out their fees and charges for servicing the requirements of this contract as set out below.

The GDC requires pricing in the form of an hourly rate net of VAT.

The hourly rate shall be deemed to be inclusive of printing and photocopying costs.

The hourly rate bid will be fixed for the duration of the initial contract period.

**Please note that the GDC will not accept any fees or charges not identified in your tender document.**

# MILLS & REEVE

Tender to:

## **General Dental Council**

**Contract for the provision of legal services**

22 December 2017

Private and confidential

**Why choose Mills & Reeve?**



commitment

genuine

expertise

energy



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## Appendices (see separate attachment)

1	Brief description of Mills & Reeve business, main products and services
2	Mills & Reeve ownership structure
3	Diversity Policy
4	Staff profiles/CVs
5	Terms of Engagement
6	Added value

## Introduction

Thank you for inviting us to tender for the provision of legal advice to the GDC. We have been delighted to provide ad hoc legal support to the GDC to date on various matters, including procurement, real estate and pensions input, and as client relationship partner for the GDC, I personally welcome this opportunity to broaden our relationship.

To provide value for money, timely and expert advice to the GDC, you need a firm that understands the environment in which you operate, and has the capacity and capability to deliver pragmatic and solution-focussed legal support. In relation to your Birmingham relocation, you ideally need a firm that has advised on this type of project before.

Mills & Reeve has built a substantial practice supporting regulators, from the Financial Conduct Authority and the Law Society to the National Audit Office and the Information Commissioner. This means that we understand the challenges you face in being a regulator – in particular the combination of a high public profile, and the enhanced scrutiny that can bring, and the need to be seen to deliver to a wide range of stakeholders, including both those you employ and those you regulate.

Maintaining employee relations is critical, in particular in times of change, and we have advised a range of public bodies, and national organisations based in London, on issues ranging from the day-to-day employment advice, through to policies and strategies to maintain a motivated and highly skilled workforce. We understand the importance of keeping employees “on side” – Mills & Reeve is the only law firm to have been named as a Sunday Times top 100 employer for 14 years running.

The relocation project forming part of your estates strategy will have a major impact, both from an employee relations and property perspective, but also on associated facilities management, catering and cleaning contracts. We have advised clients including regulators on major relocations, and this experience means that we can add value through practical tips on reducing risk, and maintaining employee engagement in relation to the changes, as well as ensuring you have robust and value for money arrangements with your landlords.

In both real estate and employment, the GDC will be supported by a core team of lawyers with experience that best fits your requirements. They will be supported by our wider teams - we have one of the largest real estate teams of any UK law firm, and a substantial national employment law team.

We achieve value for money in three ways. Firstly, by offering discounted competitive hourly rates. Secondly, by being transparent on costs – offering you online access to see the current costs position, and where possible agreeing a fixed fee with you before commencing any work. Thirdly, by being efficient, and using the right grade of lawyers for the job. Whatever your query, we expect to have done this before – and you benefit from our experience and knowledge and ability to work more efficiently as a result. We have set out in this proposal three specific examples of our input on office relocations, including one for a regulator moving to Birmingham.

As your client partner, I am excited by the opportunity to broaden the work we do with the GDC, and would welcome the opportunity to discuss this proposal with you. Please let me know if you need any further information about Mills & Reeve or our proposed team.



**Kevin Calder**  
Partner  
T +44(0)1223 222208  
kevin.calder@mills-reeve.com

“Provides clear and  
accessible advice”

Legal 500

# Annex 1 - Part A

## GENERAL DENTAL COUNCIL

### CONTRACT FOR PROVISION OF LEGAL SERVICES

#### INFORMATION TO BE PROVIDED BY POTENTIAL SUPPLIERS

##### PART A – INFORMATION ABOUT YOUR FIRM

###### 1. Full name, address of the Potential Supplier:

Organisation Name	Mills & Reeve LLP
Address	Monument Place, 24 Monument Street,
Town/City	London
Postcode	EC3R 8AJ
Website	www.mills-reeve.com

###### 2 Name, position, telephone number and e-mail address of main contact for this project.

Name	Kevin Calder
Position	Partner
Telephone Number	01223 222208
E-mail	kevin.calder@mills-reeve.com

###### 3. Current legal status of the Potential Supplier:

	Please (tick one box)		Please (tick one box)
Partnership		Public Limited Company	
Limited Liability Partnership	✓	Other – please provide details on a separate sheet. If a consortium, please outline the proposed legal structure of the consortium including an organisation chart and a full description of each member's role.	

Date and place of formation of the Potential Supplier, registration under the Companies Act, please provide copies of Certificate of Incorporation and any changes of name, registered office and principal place of business.

Date established or registered	20 February 2007	Registration number	OC326165
Registered Office	Monument Place, 24 Monument Street, London, EC3R 8AJ		
Please provide in no more than 500 words on a separate sheet a brief description of the Potential Supplier's primary business and main products and services.			
Please see <b>Appendix 1</b>			

Please provide a one-page chart illustrating the ownership structure of the Potential Supplier including relations to any parent or other group or holding companies.

Ownership structure enclosed (please ✓)	✓ As an LLP, the business is owned by its members (the partners). we have enclosed a list of partners (at June 2017) at <b>Appendix 2</b> .
---	---

**4. Registration with professional body**

Where applicable, is the Potential Supplier registered with the appropriate trade or professional register(s).

<b>Evidence of registration with appropriate professional/trade body</b> <i>Either insert required details or state 'None'</i>
Solicitors Regulation Authority - Registered number 464604

**5. Modern Slavery Act 2015**

Since 1 October 2015, commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover in excess of £36 million ("relevant commercial organisations") have been required under Section 54 of the Act to prepare a slavery and human trafficking statement as defined by section 54 of the Act.

<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	<b>Yes</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<b>Yes</b> <input checked="" type="checkbox"/> Please provide the relevant url ... <a href="https://www.mills-reeve.com/modern-slavery-statement/">https://www.mills-reeve.com/modern-slavery-statement/</a> No <input type="checkbox"/>

	Please provide an explanation
--	-------------------------------

**6. Insurances**

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

**Yes/No**

Employer's (Compulsory) Liability Insurance = £5,000,000

Public Liability Insurance = £5,000,000

Professional Indemnity Insurance = £2,000,000

**7. Equal Opportunities**

Do you have an equal opportunities and/or race relations policy? If 'yes', please enclose a copy	YES / NO Please see <b>Appendix 3</b> .
Do you provide staff training on equal opportunities/diversity?	YES / NO
Is it your policy as employers to comply with your statutory obligations under the Equality Act 2010?	YES / NO
In the last three years have any finding of unlawful discrimination in the employment field been made against you by an employment tribunal, an employment appeal tribunal, or any court or in comparable proceedings in any other jurisdiction?	YES / NO
If the answer to the previous question is yes, please provide details as to what steps have been taken by you as a result of that finding?	

## Annex 2 - Part B

### Project experience

#### Experience in the areas in which services are sought – particularly in advising on relocation projects

We know that the proposed relocation will be both exciting and potentially daunting for the GDC legal team and staff. Your main priority will be to ensure that the move goes as smoothly as possible, that disruption to business as usual is minimised and that any issues are dealt with efficiently and proportionately. Our experienced lawyers have advised on all elements of a relocation process, meaning we can provide the GDC with the reassurance it needs both at the outset of, and throughout, this important project.

We have advised on

Employee relations:	
o Advice on relocation, retention and redundancy processes and packages	✓
o Advice on relocation consultation	✓
o Advice on disputes arising from the relocation exercise	✓
o Advice on employee disputes generally	✓
Estates strategy:	
o Advice on leases, serviced offices and other issues relating to estates management, in particular in connection with the relocation from serviced offices in London to Birmingham	✓
o Advice in respect of terms of lease for Wimpole Street location.	✓

### Employee relations

Our employment team's principal role would be to work in partnership with you to support you in successfully managing and delivering the relocation project within the envisaged timescale, something which we have successfully achieved for other clients. Alongside this work, we would be delighted to provide advice across the full range of employee relations and employment law issues. With around 40 lawyers, we have one of the largest national employment departments in the UK and which is "top ranked" by the legal directories.

We work with numerous large organisations to deliver advice on the full range of employment law and human resources issues. Our work has involved working with its managers to resolve specific employee relations cases, including in relation to redundancy, sickness absence and cases involving managing difficult working relationships.

Good strategic policy-making is an essential foundation for a successful human resources team and whilst we frequently assist with advice relating to specific issues and claims, we enjoy being proactive to assist clients to shape and operate policies and procedures that are practical, effective, timely and which are designed to avoid claims. Our work with clients in this respect has including reviewing particular policies and procedures and designing a bespoke training programme for managers to

Your employee relations key contact:  
**Stuart Craig**



ensure that investigations, disciplinarys and grievances are dealt with fairly, robustly and effectively to ensure compliance with best practice.

We invest heavily in our lawyers to ensure clients receive the same experience and that they deliver advice that is commercial, practical and easy to understand, as well as technically excellent. You can be assured that our lawyers are trained so that they will not simply sell you “the law”, if we think it is not needed. If we can see a better, non-legal solution to the problem, we will say so. Our starting point will always be to ascertain your objectives and to then provide pragmatic advice that will achieve those objectives, rather than sitting on the fence.

### Our team

With your specific requirements in mind we have chosen a team with substantial and significant recent organisational change and redundancy experience, particularly experience in relation to organisational relocations and which has the capacity to deliver on the work which you require in 2018. The members of the team are subject matter experts, which will ensure that you receive proactive and pragmatic employment law advice. In choosing our team for you we have noted your requirement to provide a range of different levels of fee-earner enabling us to target and allocate work according to both complexity and capacity so as to maximise cost efficiency to you, but to also deliver timely advice in accordance with your deadlines.

We also have specialists who can advise on pensions and immigration issues if required. Indeed, Clare Grice, partner in our pensions team has recently been providing advice to you.

Our London office means that we have a presence in London and, if required, any member of the team can work from our London office or meet you wherever in the country is most convenient.

### Our experience - relocations:

- Acting for **The Law Society** in relation to the **relocation** of the Solicitors Regulation Authority’s 600 staff from Redditch and Leamington Spa to central Birmingham. We advised on the employment law and practical implications of the move. We also advised on post-move issues, one employment tribunal claim and some sickness absence (see **Case Study 1** for further detail).
- Advising the **British Council** on the employment law issues arising from its **relocation** of staff to a new HQ (see **Case Study 2** for further detail).
- Advising **Wiggle**, an online retailer on employment issues arising out of a **relocation** of a 300 employee warehouse.
- Advising **Papworth Hospital NHS Foundation Trust** on the employment law issues arising from its **relocation** of nearly 2,000 staff to Cambridge (see **Case Study 3** for further detail).
- Advising a **Non-Departmental Government Body** on the employee relations issues arising from the closure of premises in Nottingham and the relocation of operations to Leicester.

### Wider experience:

- Assisting a **Regulatory body in the legal sector** in relation to **restructuring** at all levels of the organisation.
- Advising the **Board of an independent regulator** on contentious employment issues arising from its implementation of **reorganisation and redundancy** exercise.

- Advising a **Non-Departmental Government Body** on two **large scale reorganisations** in which over 150 employees left the employment of the organisation, including advice on the operation of the body's Organisational Change Policy; statutory and contractual redundancy entitlements; the design, implementation and operation of voluntary redundancy schemes; drafting FAQs for affected employees; and drafting and advising on Settlement Agreements around voluntary redundancies.
- Advising an **NHS Foundation Trust** on the employment law issues arising from its **acquisition of an NHS Trust** which affected a total of more than 5,000 employees , including advising on TUPE; collective redundancy consultation; individual redundancies, statutory and contractual redundancy entitlements and the implementation of organisational change plans
- Successfully advising **universities and colleges** on redundancy law issues relating to their strategic approach to voluntary and compulsory redundancies. This took into account collective engagement with staff and trade unions and university statutes.
- Successfully providing expert employment transactional support to our **NHS and private health clients** on TUPE regulations, due diligence, outsourcing, redundancy and changes post-transfer.
- Currently acting for employer organisations in over **100 ongoing Employment Tribunal or other employment litigation cases**, most of which are complex and some of which have been reported or are high profile.
- Advising a **large public sector employer** in relation to a disclosure under its whistleblowing policy, including conducting and concluding an investigation in which over 30 members of staff were interviewed as witnesses within a 4 week period and thereafter advising on the employment law consequences arising from the outcome of the investigation. In order to deliver this project in accordance with the client's requirements innovative use was made of information technology and data sharing.
- Acting for an **NHS Foundation Trust** in respect of extremely complex Employment Tribunal proceedings which is now reported as one of the leading cases on disability discrimination.
- Guiding the **UK arm of a US-listed drug discovery company** on the withdrawal of a pension scheme and amending employer contributions, including the collective consultation process.
- Successfully defending UK employment tribunal proceedings brought against the **UK arm of a South African-listed company** by a South African national, who was employed to work in Angola.
- Working with our **corporate and education teams** on the incorporation of a multi-academy trust, as well as the human resources management issues of the **conversion of its schools to academies**.

## Estates strategy

We regularly work with clients (and their other consultants) to formulate and implement a real estate strategy which achieves your goals and maximises the return on their current property holdings. We propose to work in this way with you. At the core of our strategy will be:

- working with you to familiarise ourselves with you current property holdings at Baker Street (Registrations Function) and Croydon (Dental Complaints Service) and identifying exit strategies from them and any dilapidations liabilities (if any);
- considering the Wimpole Street lease (as varied): **we have reviewed your leasehold title, lease (and deed of variation) and believe that this is a valuable asset** which you could continue to use or from which you could either derive an immediate capital receipt or generate an income stream over the duration of the lease;
- discussing with you (and any surveyors or third party consultants also advising you) your property requirements for Birmingham: serviced offices or more secure alternatives;
- (if relevant) considering any attendant fit-out requirements (if any) from procurement through to consultant and contractor appointments, warranties etc;
- advising in relation to the tax aspects and structuring of the above.

We believe that the key to the above is **communication, availability and proactivity**. When advising Nesta in relation to its office relocation we were happy to work with the Nesta project delivery team in considering a number of alternative sites: checking the suitability of each site from both the legal (title) and practical/logistical perspectives. We were involved at an early stage of this project working with Nesta's legal and management teams to work-up several heads of terms for prospective sites. This process was invaluable: we understood what Nesta wanted and built up a good working relationship with its relocation team, The project was ultimately delivered on time and on budget.

## Our team

Our wider real estate team is one of the largest in the UK. It is full service acting for clients in connection with the sale, purchase, management (leasing) and development of land across all sectors. we have the breadth, expertise and capacity to handle not only your routine, straightforward, property matters in a cost-effective and efficient way but also larger, more complex or unique property-related transactions, such as the relocation.

We were recognised as a **Top 20 UK real estate practice** by Legal Business and have received many awards including the **Legal Business Awards, Yorkshire Legal Awards and Insider Property Awards West Midlands**. Winning these awards clearly demonstrates the quality of work we provide, the clients we act for and our ambition to remain firmly established as a national market leader in the real estate sector.

The team (led by real estate partner Nick Finlayson-Brown) that we have chosen for this project have worked together for a number of years, are experienced, and will guide you to ensure that you achieve your goals. Nick and the team have worked together on a number of similar projects straddling the UK:

## Relocation projects:

- Advising the **British Council** in relation to the relocation of its HQ to Olympic Park, Stratford. We refer to this project at **Case Study 2** below.

Your estates strategy  
relations key contact:  
**Nick Finlayson-Brown**



- Advising **Papworth Hospital** on its first ever relocation from its current site to the north-west of Cambridge to the Addenbrooke's Biomedical Campus. Again, we deal with this project at **Case Study 3** below.
- Acting for **Nesta** in connection with its **relocation from 1 Plough Place to a new-build at 58 Victoria Embankment**. This sale comprised both extricating Nesta from its original leasehold premises (via sub-letting and a subsequent break) and a complex pre-let of the new building. The development obligations in the pre-let agreement were extensive and involved close liaison between our real estate, planning, environmental and construction teams. The new premises has a complex leasehold structure to which Nesta had to accede. We also advised Nesta on the exercise of its break right and dilapidations liability on exiting Plough Place. This project was worth £75m.
- Acting for **Boden** in connection with the **relocation** of its logistics headquarters from two leasehold properties near Leicester to a purpose-built warehouse and office complex. The project involved an option agreement with local land owners, a pre-let with a developer who in turn forward-funded the project using an institutional fund. Our real estate team again worked together with both our planning, construction and environmental teams.
- Acting for the **London Borough of Southwark** in relation to the **removal of its entire back-office staff** from disparate buildings around the Borough to a new premises at Tooley Street, London comprising 250,000 sq ft. This project was based on a pre-let of the space to Southwark and included full planning and development obligations on the part of the landlord and construction team.
- Acting for the **London Borough of Newham** on the **relocation of its back-office function** from the Town Hall to a the new-build and iconic Building 1000, Royal Albert Dock. This building, comprising 270,000 sq ft of office space in a glass box is opposite City Airport and was bought from Standard Life for £72m.
- Acting for the **British Library** on the **relocation of the national Newspaper Library** from Colindale to a purpose-built virtually oxygen-free facility at Boston Spa. This project involved the sale of the Colindale site to a developer with the retention of overage against future residential sales. The relocation itself involved our construction team in connection with the appointment of contractors and consultants for the planning and construction of the new facility.
- Advising **English Heritage** on its **removal from its leasehold premises** in Holborn to Wood St in the City. This project involved the surrender by English Heritage of its leasehold interest in Holborn and taking a grant of a new commercial lease in Wood St.
- Advising both landlords and tenant/licensors and licensees in connection with the **structure, operation and use of serviced offices** across the UK.

#### Wider experience:

- Acting for the **British Council** in connection with the **lease** it and the FCO took of office premises in Shanghai. One of the local firms with which we have a relationship in China acted on the negotiation of the lease with the landlord and we acted for the British Council in connection with the space sharing agreement regulating the use of the premises by the different government agencies and the division of the costs associated with the premises between those government agencies.
- Advising the **British Council** on the **surrender of its existing lease** of part of the second floor of 1 Kingsway, Cardiff and new lease of the whole of the second floor. This re-gearing has incentives, including a rent free period and the landlord paying the cost of the Category A fit out for the new space.

## Contractual and commercial law

We understand from your Invitation to Tender that you may require ad hoc advice on contractual and commercial matters. If Mills & Reeve are appointed, our leading national commercial law team would be there to support your in-house team as and when they need us.

Our team have already provided ad hoc advice to the GDC in relation to various procurement and governance issues.

We are very comfortable working with clients on an ad hoc basis, resourcing work as and when needed. This is the basis on which we have been providing commercial, contract and procurement support to the Financial Conduct Authority for over 10 years (winning several successive tender appointments). We have also advised a number of other regulators on commercial and contract issues, including the Information Commissioner, the Pensions Regulator, Rail Safety and Standards Board, the Security Industry Authority, the Law Society and Ofgem.

This means that we understand some of the unique issues that regulators need to be addressed in their terms and conditions – including the need for flexibility, to potentially accommodate rapid changes in their regulatory obligations; the need to comply with applicable statutory frameworks; and the need to treat information relating to their regulatory functions with appropriate care.

Our team advise clients on everything from large-scale outsourcing, through bespoke IT development projects to advice on online terms and conditions. Some brief examples of our work are set out below:

### Our experience – relocations:

- Advising a **leading international accountancy practice** on the contractual issues surrounding the relocation of its London headquarters, including drafting and negotiating contracts for office removals, storage, catering, cleaning and security.
- Advising a **London based regulator** on contractual issues relating to a major office relocation from central London to a new site outside the centre. Issues have included the ability to extend existing contracts under the Public Contracts Regulations so that they do not expire at the point of entry into the new building.

### Wider experience:

- We are currently acting for the **Department of Health** on its Future Operating Model programme. The programme is one of the largest current procurement projects being conducted by Government and involves a major shake-up of how NHS trusts purchase clinical and non-clinical equipment, products and services across the UK. The programme aims to implement 'world class' procurement category management strategies to deliver significant product price reductions and efficiency savings to the NHS.
- Acting for **Ofgem** to advise it on the complex matrix of contracts put in place to deliver the UK government's smart metering programme and how certain aspects of these contracts relate to the exercise of **Ofgem's** regulatory powers.
- We are the **British Council's** main external UK law firm. We provided an innovative solution to the **British Council's** requirement to make a large range of standard form agreements available for use by its staff worldwide. We suggested that the documents should be delivered via a Global Model Contracts Portal, which we developed, host and maintain. The Portal includes 33 contract templates and guidance notes, covering IT procurement, service provision, media procurement,

Your commercial key  
contact:  
**Kevin Calder**



partnership funding and general procurement. The Portal has been a phenomenal success, with over 45,000 document downloads since launch.

- Advising the **Information Commissioner's Office** on the procurement and agreement of a new contract with a third party provider for the operation and maintenance of the telephone preference service.
- We have a longstanding relationship advising the **Financial Conduct Authority** on commercial contracts, public procurement and IT and business process outsourcing. We have recently been advising the **FCA** on the appointment of firms to provide "skilled person" investigation reports and the implementation of IT solutions to enable the **FCA** to carry out its regulatory duties under the new MIFID II regime.
- We helped the **British Museum** on the transformational outsourcing of its catering and hospitality services to Benugo, leading to improved visitor satisfaction and an increased financial contribution to the Museum. We were involved in the end-to-end drafting and negotiation of the agreement.
- We provided support and advised the **Ministry of Defence** on the defence business services management contract, a hybrid management and outsourcing contract. We advised on all areas of the contract, including a complex "payment by results" mechanism.

### Case study 1: The Law Society – staff relocation

We acted for The Law Society in relation to the relocation of the SRA's 600 staff from Redditch and Leamington Spa to central Birmingham. We advised on the employment law and practical implications of the move.

**Added value:** In preparation for the implications of the relocation we provided two half day training sessions for the HR team on redundancy law and practice. In this case we also seconded a solicitor from our team for two days a week for several months, to assist during the transition process, sitting within the HR team which was dealing with relocation.

During the run-up to the move, we were involved in everything from pure legal advice to signing off various communications, looking at pay protection and redundancy policies and providing general advice on all matters related to the move. Throughout what was a lengthy lead-in, we liaised with the client's legal and HR teams. We became part of the team acting as a sounding board. The secondment was a big part of this, and the benefit of the secondment was two-fold: it ensured cost certainty for the client for a large part of the work and it also meant we could really understand the way its in-house team worked and use this knowledge for the benefit of the wider relationship.

The move was complicated and challenging. Although most staff had mobility clauses in their contracts, there were several different versions. Initially, therefore, we audited contracts and advised on the operational effectiveness of the various clauses, enabling most staff to be relocated without implementing a redundancy procedure.

**Practical advice:** Issues around the reasonableness of the move were raised by staff but we were able to **overcome these challenges** and provide reassurance to staff by assisting the HR team with practical answers to FAQs and with scripts for 1:1 meetings. The vast majority of staff relocated without the anticipated large number of grievances and with one ET claim which we successfully defended.

Since the relocation, we have advised on post-move issues, which have included changes to benefits (gym membership), one employment tribunal claim (where an employee claimed a redundancy payment despite still being employed – she withdrew following a costs warning from us, with little legal spend in relation to her claim) and some sickness absence.

**Contract compliance:** Our detailed audit of employee contracts ensured that the move was where possible in full compliance with the relevant terms and conditions, reducing risk for the client.

We continue to act for the Law Society across a number of legal areas.

## Case study 2: The British Council - relocation

This project involves the relocation of The British Council from its HQ at Spring Gardens, Pall Mall to a new-build at the Olympic Park, Stratford. This complex project is very similar to the GDC's in the sense that it requires a structure that is sufficiently flexible to ensure a smooth transition from the Council's current HQ to its new premises without leaving its staff homeless.

**Estates strategy:** The new HQ is the subject of a pre-let: An agreement for lease incorporating development and construction obligations on the part of the Council's landlord and developer together with estate service agreements. The new lease (in a form attached to the agreement for lease) will be completed when pre-agreed conditions (including practical completion of the new build and its M&E equipment) have been satisfied. Idiosyncrasies include bespoke sharing obligations which permit the Council to share space within its demise with other like-minded government and state (including international) – sponsored bodies. We also provided for a concession (cafe) and exhibition space in the entrance to the building.

At the same time as advising on the terms of the agreement for lease and lease, we have also been advising the Council in connection with its exit strategy from its current leasehold building and (from the real estate perspective) dilapidations when the current lease comes to an end. The same principles will apply in relation to your leasehold interest in Croydon and (to a point) service offices at Baker Street.

From the real estate perspective, we worked closely with the Council from the point at which it first considered Olympic Park as its new home. This included initial high level title work (to ensure that there were no impediments referred to in the landlord's title which would have prevented its use for the Council's purposes) a planning assessment and procurement advice: As you can imagine, the Olympic Park has one of the most complex planning regimes in the UK. We then worked through the heads of terms stage with the Council involving not only our mainstream real estate team but also our construction team as well. The key **challenge we had to overcome** was to ensure that the Council ends up with a procurement-compliant building in the form that it is expecting which is fitted-out to an agreed standard within a fully serviced plot which is not in the middle of a wasteland.

**Employee relations:** We advised on the employment law implications of the relocation from an early stage. The initial work which we undertook included reviewing the contractual and procedural context, including advising on provisions in contracts of employment and those contained in policies and procedures. We advised on the relevant statutory employment law obligations and timescales and the process which was followed, including drafting FAQs and consultation.

**Contract compliance:** As part of our wider work with the British Council, we have developed a global contracts portal which enables them to access the latest version of their standard forms of contract from any office location, which has improved their level of compliance in terms of use of recommended contract forms.

### Case study 3: Papworth Hospital - relocation of nearly 2,000 staff

Our real estate and employment teams are acting for Papworth Hospital NHS Foundation Trust in connection with its relocation to the expanding Cambridge Biomedical Campus. The hospital has been based in the Cambridgeshire countryside since it was founded in 1918 and the move will see the Trust transfer its operation to a new site in the centre of the Biomedical Campus, adjacent to Addenbrooke's Hospital, the Medical Research Council, Astra-Zeneca and other leading clinical and research organisations.

**Estates strategy:** Initially, we assisted with heads of terms for the acquisition of the site, then negotiating the option agreement with the landowners and developer. This was a complex agreement, requiring the developer to construct the estate roads, services and public realm for the campus to a programme linked to the development of the new hospital, ensuring the Trust would have a fully serviced site in time for the commissioning of the new hospital facilities. The agreement also dealt with security for performance of the developer's infrastructure and planning obligations and the future estate management regime for the campus. These **challenges were overcome** through maintaining a tight project team and engaging closely with stakeholders to achieve an outcome that suited everyone. The option was exchanged in 2010 and the land acquired in 2014. The new hospital is due to be operational in late 2018.

We are also instructed by the Trust in connection with the sale of its existing site, providing advice on title matters affecting the site and are supporting the Trust in preparing the site for disposal.

**Employee relations:** The Trust employs some 2000 medical and non-medical staff. The Trust is relocating the majority of its staff to the Cambridge Biomedical Campus save for its administration staff, who will be relocated to a site situated on another new site. We have been advising the Trust on its consultation process, whether any redundancy situations arise, mitigating against any redundancies and in respect of the potential statutory and contractual liabilities in the event of any redundancies.

In 2007, in an attempt to retain staff, the Trust reached a collective agreement with staff side for the payment of additional travel costs to staff who agreed to move to the new site. This has posed a challenge for the Trust, resulting in our advice being sought in relation to the enforceability of the 2007 agreement and options available to the Trust should it wish to vary the collective agreement reached.

We have also advised on the reasonableness and operation of mobility clauses within contracts of employment. We have been closely working with the Trust to **overcome the challenges** arising from these issues and understand the Trust's attitude to risk.

We have also been dealing with ad hoc employment queries arising out of the relocation in respect of the circumstances pertaining to individual staff.

**Added value:** In preparation for the relocation, we recently delivered a free three hour training session to the Trust's HR team on organisational change, specifically looking at what is meant by organisational change, the use of mobility clauses, collective and individual redundancies, suitable alternative employment and the implementation of public sector exit payments.

**Contract compliance** As part of our work on this project, we ensured that the client was fully aware of its contractual obligations, enabling it to be in full compliance with its obligations as an NHS employer.

## Experience of working with in-house legal teams in statutory bodies performing statutory functions in a regulated environment

### The regulated environment

We have been working with in-house public sector and regulatory teams, particularly in the healthcare sphere, for over 30 years. Our core group of specialist employment, commercial and property (along with regulatory) lawyers work with regulators across a large number of different regulatory regimes, including:

#### Healthcare

Care Quality Commission (and predecessor organisations)  
NHS Improvement (NHS Trust Development Agency and Monitor)  
NHS England  
Human Tissue Authority  
Human Fertilisation and Embryology Authority  
Parliamentary and Health Service Ombudsman

#### Education

Higher Education Funding Council for England  
Quality Assurance Agency  
Office of the Independent Adjudicator

#### Professional regulation

General Medical Council  
General Optical Council  
General Pharmaceutical Council

#### Multi-sector

Competition and Markets Authority  
Health and Safety Executive  
Environment Agency  
Information Commissioner

#### Finance

Financial Conduct Authority

#### Charity

Charity Commission

Whilst we appreciate that the work under this contract is not regulatory law (but rather HR/property/commercial legal work in a regulatory context), we believe that the work we do with regulators and public bodies on all levels of their corporate operations makes us perfectly placed to advise the GDC on the day-to-day and particularly in relation to the upcoming relocation.

### Our current public sector clients include:

- **Government departments, agencies and public bodies** including the Department of Health, Department of Environment and Climate Change, Ministry of Defence, Department for Work and Pensions and Department for Education.
- **Non-ministerial departments** including The National Archives and Ofgem.
- **Government agencies**, such as: the British Council, Gambling Commission, British Library, NHS England, Care Quality Commission, Environment Agency and the Financial Conduct Authority.
- **Higher education institutions**, including: The University of Cambridge, Birmingham Metropolitan University, University of Birmingham, Coventry University, King's College London, University of Manchester, University of Exeter and Queen Mary University of London.
- **Public sector charities** – we advise over 200 charities that are regulated by the Charity Commission, including Macmillan Cancer Support, The Royal Shakespeare Company, Institution for Engineering and Technology, Flora and Fauna International, Imperial War Museums and NESTA.

**Working alongside your in-house legal team:**

You have a Corporate Legal Team and a Human Resources Team. We are very used to working closely with our clients' in-house teams.

In addition, many members of our team (who would advise the GDC) have spent time working in-house, either on a permanent basis or on secondment, for organisations as diverse as the Office of Government Commerce, the Office of Telecommunications (OFCOM), Ministry of Defence and the British Council. We believe these experiences are vital to our team's understanding of how public sector in-house teams work, what they are trying to achieve and why they instruct external lawyers.

Almost all of our clients who work with or in the public sector are facing budgetary constraints. We commit to supporting these clients with significantly reduced hourly rates, capped and fixed fee structures and an overarching approach of 'lean resourcing'. We are also used to reporting to senior management to help you justify your external legal spend.

**Appreciation of public law duties and obligations**

**Commercial advice in the public sector:**

We understand how helpful our own combination of public and commercial sector experience can be to regulatory organisations that operate in the sphere between the private and public sectors. We receive regular feedback from public sector clients saying that they value our ability to deliver legal advice within a commercial context, acting as a trusted advisor and going above just quoting the law.

Using our internal network of legal specialists we are able to advise the GDC on all the legal areas you have identified. Our teams have advised on everything from large scale reorganisations, to transfers of substantial property portfolios and IT outsourcing agreements.

As you will see from information below, our teams have a diverse range of skills and experience, and our broad client base across the wider public sector as well as industry means that whatever the issue, it is likely we have advised on something similar before.

Our teams have consistently delivered on complex work for regulators and the public sector to tight timeframes, and are increasingly seen as a team of choice for high profile and/or challenging projects, such as your move to the Midlands. We know that delivering our input on time can matter just as much as the content.

**Some of our major recent work for public sector clients include:**

**Department of Health** on the real estate issues arising out of a major contract extension, where the lease of key buildings formed a major part of the liabilities of the service supplier. We advised on option agreements allowing the Department to take back relevant properties in the event that the relevant service was brought back in-house on expiry or termination.

**Department for Business, Energy and Industrial Strategy** predecessor departments on transactions relating to fund management arrangements, regeneration projects and business sales.

Advising **Department of Health** and NHS Property Services on the safe transfer of estate from various health bodies to NHSPS.

**Defence Infrastructure Organisation (DIO)** as landowner and promoter of Prince Phillip Barracks in Bordon, Hampshire in relation to the drafting and negotiation of a section 106 agreement for the redevelopment of the barracks to secure planning permission for 2,400 new homes, a new relief road,

**Non Departmental Public Body (NDPB)** in relation to its IT outsourcing arrangements. The IT outsourcing had suffered significant delays, and we advised the NDPB on the termination of its IT contract, and the subsequent successful mediation resolving the ongoing disputes around

community facilities and town centre.	payment of the supplier. We continued to advise on the re-procurement for a replacement supplier.
Advising the <b>Department of Business, Innovation and Skills</b> on the sale of Constructionline to Capita which involved the potential TUPE transfer of in excess of 100 staff.	Advising <b>Virgin Care</b> in connection with one of the UK's biggest outsourcing deals for running NHS services, relating to the transfer of a portfolio of healthcare services in Surrey.
Advising a high profile <b>public charitable body</b> on terminating the employment of a board-level employee in circumstances where there was a high risk the employee would bring a discrimination claim leading to reputational damage for our client.	Advising the <b>Financial Conduct Authority</b> on the outsourcing of its IT and telecoms to Fujitsu Services in a major strategic and high value outsourcing.
Successfully advising <b>universities and colleges</b> on redundancy law issues relating to their strategic approach to voluntary and compulsory redundancies. This took into account collective engagement with staff and trade unions and university statutes.	Drafting internal guidance for industry regulator <b>OFGEM</b> . OFGEM was looking for clear guidance to follow in the event of an energy supply company being in financial distress and OFGEM needing to ensure continuity of energy supplies by invoking the use of the special administration regime available for energy supply companies.
<b>East London Waste Authority</b> on sale of land with historic contamination liabilities. We advised on the effectiveness of clauses intended to impose liability on a party other than a Class A polluter. This included specific consideration of Contaminated Land Regulations and Environmental Damage Regulations and required liaison with environmental insurance brokers.	<b>Government</b> on the branding potential of assets relating to a business competition, and we have also worked with the <b>Ministry of Defence</b> on complex intellectual property issues around preventing long term "lock-in" to a particular supplier.

**We also have experience with dentists:** we advised **Oasis Healthcare Plc** in relation to its acquisition programme of some 170 NHS and private dental practices/groups and subsequently advised Xeon Smiles UK Limited, (part of the **Bupa Dental Care Group** which now includes Oasis Healthcare) on its purchase of Avsan Holdings Limited, one of the UK's leading privately owned dental groups.

All of the above demonstrate our ability to successfully deliver complex projects in the sectors in which the GDC operates and across the legal areas it requires.

## Team / Management

The expertise and range of experience of the assigned people on the project

We have set out the CVs for the proposed GDC client team at **Appendix 4**. We have proposed a team small enough to really get to know you and the ways you like to work (and you them), but large enough team that resource will never be an issue.

As you will see from their CVs, many of the team have previously worked with the GDC, either in a regulatory capacity or more recently on a range of corporate/commercial, employment, estates or pensions matters.

An overview of the team is overleaf.

Proposed GDC Client Team

 <p>Kevin Calder <b>Client Partner</b> T: 01223 222208 E: kevin.calder@mills-reeve.com</p>		
<p>Employee relations</p>  <p>Stuart Craig <b>Partner</b> T: 01223 222280 E: stuart.craig@mills-reeve.com</p>	<p>Estates strategy</p>  <p>Nick Finlayson-Brown <b>Partner</b> T: 01223 222278 E: nick.finlayson-brown@mills-reeve.com</p>	<p>Contractual &amp; Commercial</p>  <p>Kevin Calder <b>Partner</b> T: 01223 222208 E: kevin.calder@mills-reeve.com</p>
<p>Martin Brewer, Consultant <b>Surbhi Shah</b>, Principal Associate Emma Pattenden, Principal Associate <b>Rebecca Pallot</b>, Principal Associate Amy O'Brien, Senior Associate Leanne Else, Senior Associate Katie Sloan, Associate <b>Becky Honess</b>, Chartered Legal Executive Clare Grice, Partner (Pensions) <b>Alex Russell</b>, Principal Associate (Immigration)</p>	<p><b>Sam Lansdell</b>, Senior Associate <b>Elle Outram</b>, Associate <b>Alexandra Pike</b>, Principal Associate (Construction) <b>Saskia Molekamp</b>, Senior Associate (Planning) <b>Henry Mahalski</b>, Senior Associate (Disputes)</p>	<p><b>Ruth Smith</b>, National Head Of Procurement Law <b>Sophie Burton-Jones</b>, Principal Associate <b>Lisa Cham</b>, Associate <b>Laura Canham</b>, Associate</p>

The team regularly work collaboratively on relocation projects, as outlined in the case studies at pages 13-15. This experience will ensure that they can work together efficiently and ‘hit the ground running’ should we be appointed.

To ensure the team provides the outstanding levels of client service that we expect from each of our lawyers, we have a robust set of quality control and assurance processes, as set out below:

**Allocation – the right person for the right job**

One of our key measures of outstanding client service is **providing advice that actually gives advice**. We know delivering this requires the right lawyer for the job – first time, every time. To ensure the GDC’s work is allocated appropriately, we have a tried-and-tested system in place:

**Instruction:** Upon receiving an instruction from the GDC on a new matter, Kevin Calder (as client partner) will undertake an initial review of the papers and, based on the primary technical area of law, will assign it to the appropriate Lot Lead (either Stuart Craig for employee relations matter, Nick Finlayson-Brown for estates matters, or himself for commercial matters – see more at pages 25-26 below).

**Assignment:** The Lot Lead will undertake a detailed review of the advice or work required, and assign a matter manager and team of the appropriate size and level. To ensure cost effectiveness for the GDC, the matter manager will determine whether more complex matters can be separated into parts without affecting quality, and if so to whom each element can be allocated, by considering:

<b>Capability and quality</b>	Level of qualification, knowledge, skills and experience required
<b>Cost effectiveness</b>	Recognising junior lawyers’ lower rates, but that senior lawyers may offer greater efficiency for more complex matters
<b>Urgency</b>	Additional time may permit involvement of more junior lawyers under supervision
<b>Risk profile</b>	Matters involving material reputational or commercial risk typically require a senior team

**Review:** We regularly review workload and capacity of team members, ensuring lawyers are not overloaded and can meet deadlines. We value work/life balance for our lawyers – they do not routinely work into the evening or weekends, but are willing and able to do so when a particular client requires it.

**Evidence:** We were recently instructed by a large public sector organisation in respect of a disclosure under its whistleblowing policy. In order to protect its position our client required urgent and robust action. We immediately identified the steps that were required; which included a large scale investigation, appropriate correspondence with the complainant and communication with our client's regulator. Stuart Craig led our team's response and allocated tasks within the team according to complexity, but also to maximise efficiency and to achieve KPIs that were agreed with the client. For instance, Terms of Reference were prepared by a Partner; a Senior Solicitor was appointed to carry out the investigation on the client's behalf and to write a report within a 4 week period, which involved interviewing 30 witnesses; a Solicitor established and maintained a secure and confidential online data room to enable witnesses to access and read their statement and relevant documentation, electronic recordings of witness interviews were undertaken and the production of written transcripts produced by an external transcription service which was a process that was overseen and managed by a Paralegal. Stuart Craig maintained operational oversight throughout and was the point of contact for the client's Board and accountable for our delivering this project, at speed, but on time and to budget. Our work on this case enabled the client to demonstrate that to its regulator that it had acted robustly and also enabled our client to take appropriate action in respect of certain employees to ensure that no repetition of the particular circumstances occurred.

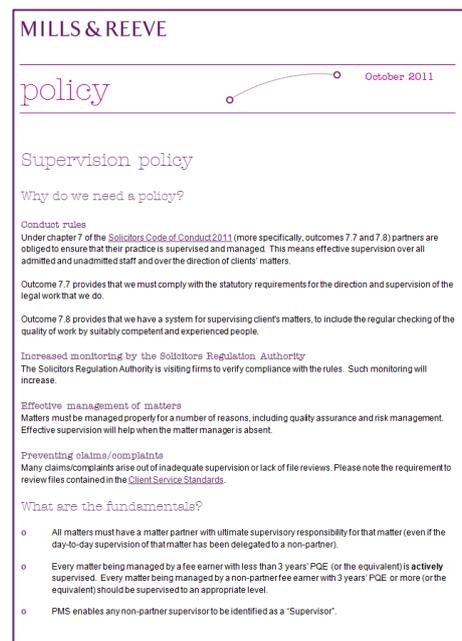
### Quality assurance method statement

We know that to maintain quality, there must be a degree of senior lawyer input into all matters. In order to achieve this whilst maintaining cost-effectiveness, we have a clear **supervision policy** which all lawyers are trained in (copy available upon request). Our supervision policy ensures all client work is properly supervised and monitored by senior lawyers on a daily basis, including by partners, where a second pair of eyes can be helpful on a complex issue. Your dedicated client team will have clear lines of supervision, appropriate for the grade of lawyer.

Key features of our policy:

- all lawyers, including partners, have their **work critically appraised**;
- below partner level, each lawyer's work is **supervised** by a more senior lawyer;
- matters managed by a lawyer with less than 3 years' Post Qualification Experience (PQE) are all **actively supervised**;
- matters managed by a non-partner lawyer with more than 3 years' PQE are **appropriately supervised**;
- day-to-day supervision on straightforward matters can be **delegated** to a non-partner;
- **guidelines** to assist partners determine the required/correct supervision level;
- **files noted** with adequate supervision evidence; and
- **independent file reviews** are completed on matters, assessing quality of advice and service provided.

As part of our everyday practice, we also undertake a case review post completion to identify any subsequent learning and action. This will include:



- o considering whether the advice notes produced are suitable to be added to our precedent bank for the future benefit of the GDC, as well as our existing/future clients. Of course you benefit in the reverse too!
- o holding an hour's free debrief with you to understand what went well and what could be improved, and we will take on any lessons learned for our next instruction. These debriefs are designed to allow both the GDC and M&R to consider any lessons to be learned for the future.
- o providing reports to include the key information in relation to each case. These reports can be a useful way of noting points for discussion / risk areas and learning points, which can be further discussed in full debriefs or bi annual review meetings

To support our approach to supervision, we have a number of systems to ensure task delivery, including our case management system which alerts lawyers to deadlines and notifies them if not actioned (see 'Systems' section).

### Quality accreditations

We know that quality is important to you – indeed it is a theme that permeates everything you do and your very purpose. Your 4Ps (Patients, Professionals, Partners, Performance) roadmap for 2016-2019 is underpinned by quality assurance internally and from the GDC's stakeholders and advisers. We also place a huge emphasis on quality - **delivering consistent quality advice to clients is at the heart of what we do.**

To demonstrate our commitment to quality, we achieved the recognised **ISO9001:2008 standard** in August 2013, following just a three-month lead time from application. In November 2016, we were reassessed and reaccredited with the **ISO9001:2015 quality standard**. We dedicate considerable resource to training all our staff on delivering outstanding client service and through performance appraisals we ensure that all our staff perform to these standards.



In addition to external surveillance visits twice per year, our internal audit programme ensures our continued compliance with the Standard. Each work area's processes and procedures are internally audited at least once every six months.

Supporting our management of these service levels, we have a rigorous set of **Client Service Standards** which conform with our ISO9001:2015 accreditation. These set out such things as minimum response times and include a complaints procedure. They also include a process for the review, management and monitoring of client matters. The emphasis of these standards is on responsiveness, planning and communication.

**Additional procedures - file reviews and quality monitoring**

Our client service standards include ensuring that there have been regular and appropriate updates to the client, that the matter has been progressed in a timely manner, and that any updates on costs have been provided.



**Nicola Duke**  
Head of Client Care

As well as daily supervision, we assess compliance with our client service standards, and ensure monitoring and continual improvement through regular independent file reviews. These reviews involve a member of the firm's Independent File Review Team reviewing the file and assessing how the matter is being managed.



**Robert Farrant**  
Director of Risk Management

The quality of the advice is also monitored. We have a Head of Client Care, Nicola Duke, and a Director of Risk Management, Robert Farrant, who between them are responsible for monitoring the effectiveness of our approach. This includes: qualitative and quantitative client surveys and reviews and ensuring that we pick up and act on trends in the market place by organising training for our lawyers, by developing our best practice in new areas and by including client feedback as a significant part of our partner appraisal process.

Experience of key client contact, and named subject matter experts in the areas of specialism, and in managing similar contracts for in house clients

**Your key contacts:**

**Client Partner and Commercial Lead: Kevin Calder**

We propose to keep Kevin Calder as the key relationship manager supporting this contract. As Client Partner, Kevin will continue to have ultimate responsibility for service delivery to the GDC. Kevin has over 10 years' experience in performing the client partner role for a number of the firm's key clients.



Kevin is a commercial and procurement lawyer, recognised in legal directories as a leading individual in relation to both IT and public procurement.

Kevin has managed contracts for major business change projects, including outsourcing and procurement programmes for public bodies including Government departments such as the Department of Health, Department of Work and Pensions and the Department for Energy and Climate Change, and national bodies such as the Financial Conduct Authority and the British Council.

### Employee Relations Lead: Stuart Craig

We propose Stuart Craig as the Lot Lead for the employee relations element of the contract. Stuart has a proven track record in advising large employers, across the whole employment law spectrum, from recruitment to dismissal. Stuart has over 20 years' experience as an employment lawyer and during this time has advised on all manner of complex human resources matters ranging from strategic advice on reorganisations and industrial disputes to the practical management of TUPE and employment tribunal claims.



Stuart often manages teams of fee-earners to deliver on large employee relations issues for clients, for instance in relation to significant organisational change, large-scale litigation and complex investigations.

Stuart is the client relationship partner for a number of large employer clients. This means that Stuart is used to directly working with senior officers on overall legal service management matters, as well as providing advice in respect of particular employment law matters. He is therefore well placed to lead the proposed employment law team and will work closely with Kevin to ensure we provide outstanding client service to the GDC.

### Estates Strategy Lead: Nick Finlayson-Brown

To lead the estates strategy element of the relocation and the general queries the GDC will have, we propose Nick Finlayson-Brown. Nick is a partner in our real estate team and has over 20 years of experience acting as relationship partner for a number of the firm's key clients in both the public and private sectors. Working nationally, Nick runs a team which specialises in complex and high value property development, investment and portfolio management. Nick has acted for a number of public sector and charitable bodies on the relocation of their head and back-office operations, meaning he can bring his experience to the GDC during the course of its upcoming relocation.



Full CVs for Kevin, Stuart and Nick are at [Appendix 4](#).

## Availability

Capacity and flexibility to get up to speed with the relocation project quickly, and provide advice from the start of the contract period.

### Getting up to speed

As you will see from the proposed client service team, we have proposed a wide enough team to ensure work can be started as soon as is necessary for the GDC, and by the right lawyers. Our experience of working with you previously and with similar clients gives us a good idea of the GDC's current in-house needs and how the project might be approached. However, should we be appointed to this contract, we would be keen to explore the GDC's precise priorities relating to both the relocation and the legal requirement more generally, allowing us to build our knowledge and provide timely and cost-effective advice which is properly tailored.

To do this, we would suggest the implementation of a structured implementation plan which will cover the implementation and transition period of our appointment. We regularly adopt plans of this type with new clients and existing clients, and have found them to be a highly effective way to refresh existing relationships and getting up to speed with requirements quickly.

We explore the implementation plan in more detail at page 31 below.

The selection of our team, and the implementation plan proposed, are all geared to deliver a team that has capacity and is available to the GDC to work with you on this project from the start of 2018.

### Responsiveness

You want to know that you have a legal partner that is around when you need them to be and is responsive. 'Responsiveness and availability' is one of our commitments to delivering outstanding client service and we would make sure to meet this commitment for you.

We also know that however good our advice is, it may well be useless if it is too late. Equally, often we are not instructed until the job becomes urgent. Accordingly, our lawyers are used to working under pressure to meet tight deadlines, responding to urgent requests or situations efficiently to ensure deadlines are met. In the context of a major relocation, it is imperative that the timetable runs to plan to avoid displacing other important stages in the process.

In a recent tender to a large NHS procurement collaborative, we scored **over 90% for 'Responsiveness to Customer needs'** and nearly **97% for 'Service Accessibility'**, both the highest scores of any bidders.

Should we be appointed, we will provide the GDC's key contacts for this contract with a full team card listing your client service teams' contact details "at a glance" for any urgent issues you may require discussion on. Lead Partners will also provide mobile numbers for any urgent issues which may arise. We can assure you that like you, we work flexibly to meet the needs of our clients and are confident that we can be available quickly, as and when you need us.

**"praised for its 'short response times and great industry knowledge'"**

Legal 500

**"Whenever we've needed them, they get back to us immediately"**

Client feedback

**Location**

We are committed to providing a reliable and accessible service to our clients, wherever they, or we, may be based. We work in National Service Lines ('NSLs') and sectors as opposed to offices, so are used to working in cross office teams. Our IT infrastructure (electronic filing, virtual desktops and remote access filing systems) encourages and supports cross-office, inter-office and off-site working. The Virtual Desktop Infrastructure enables secure working from any computer connected to the internet.

For the GDC, this means your matters can be accessed by any of your dedicated team, from any location. This also means there will be no impact on rates and you will receive a high quality service from all of our lawyers, regardless of their location.

Having said that, we note your requirement for the chosen provider to have a presence in London. Our 50 lawyer strong London office in the heart of the City can provide an excellent meeting location whenever the teams need to meet face-to-face. Many of our lawyers, including those in your client service team, regularly work from our London office and are familiar with your current London premises.

We have also suggested team members based in our Birmingham office, some of whom helped the Law Society with their move to Birmingham city centre. We are confident that this local knowledge and experience could go a long way in adding true value to the GDC's relocation process.

Office locations and international reach

- 1 London
- 2 Birmingham
- 3 Cambridge
- 4 Leeds
- 5 Manchester
- 6 Norwich



## Fee Inclusions

Scope of services included in the fee proposal and the appropriateness of the quoted amount to enable optimum service provision for the client.

### Our approach

Our approach to the setting of fees and billing is determined by the following key points of principle:

- o deliver value for money;
- o work within budget;
- o be open and transparent with no hidden costs or surprises; and
- o recognising that not all transactions are the same.

The hourly rates we offer in the tables below are significantly discounted from our headline and commercial/private sector rates. We put forward two alternative rate structures which would apply to all 7 Lots and be reviewed annually.

### Hourly rates and fixed/capped fees

We have set out our competitive hourly rates at the Pricing Schedule at page 43 (Annex 2). Whilst we have included these rates for comparison, we would endeavour to provide fixed or capped fees for your projects (or for specific elements of the projects or other ad hoc advice) where possible, helping the GDC to manage their legal spend and providing certainty as to costs.

The hourly rates charged for lawyer time form only one element of the calculation of the cost of legal services. Another important element is how long it takes the lawyer to complete the task. The breadth of our experience advising regulators such as the GDC (and, indeed advising the GDC previously) on all their legal issues means we do the job quicker than our competitors meaning the total cost is lower. Another important element is the quality of the work: cheap work is often poor work and a poorly drafted contract can lead to expensive litigation.

### Expenses

In line with our commitment to open and upfront pricing, we will always look to agree disbursements and other expenses with you before they are incurred, ideally as part of the initial estimate.

### Free/no charge

In relation to a number of day-to-day expenses, in order to illustrate the importance of our relationship with the GDC, we will waive charges for the following:

Travel and subsistence costs to the GDC	Client relationship management and setting up client teams
Routine photocopying	Scoping and estimating your work
Secretarial and support work	Post and telephone costs

In relation to disbursements, such as counsel and expert fees, Companies House fees or Land Registry fees, these will be passed to the GDC at cost.

### Added value

We have set out our comprehensive added value package at **Appendix 6**.

## Contract Management

### Evidence of how the contract will be managed

We see contract management as a critical part of our overall delivery of legal services. Our contract management will include establishing our relationship with relevant GDC stakeholders and agreeing the ways you want to work; ensuring quality of service on each individual instruction; and holding regular reviews so that feedback can be taken into account in continually improving our service delivery to you.

We aim to deliver outstanding client service in everything we do. We have worked with a number of clients to define what outstanding client service means, and our lawyers receive regular training on the resulting five key elements of outstanding client service, shown to the right, and how to deliver them.

### Method statement

We have set out below the key elements of our proposed contract management process. We would be happy to tailor this with you on appointment.

We suggest utilising a Implementation Plan – this is an approach that has worked very effectively for a number of our long-term clients.

The premise of the plan would be to approach the GDC as if you were a new client, and we outline a suggested timetable below which will cover the traditional implementation and transition period of a new appointment.

The snapshot exemplar implementation plan, below, is our starting approach, which we would tailor for the GDC, and which would form the basis of our approach in putting in place our new and refreshed service. All elements of the Implementation Plan will be at no cost to the GDC.

Mills & Reeve Outstanding client service:  
The five key elements to which we adhere:



	Appointment date (plus 1 week)	(plus 2 – 4 weeks)	3 months
<b>ACTIONS</b>	<p><b>Kick off meeting</b></p> <ul style="list-style-type: none"> <li>○ The teams – agree teams</li> <li>○ Getting to know each other – what would work best for you?</li> <li>○ Working together, including do's and don'ts</li> <li>○ Confirm authorisation process</li> <li>○ Billing and reporting arrangements</li> <li>○ Feedback on how we are doing (establish KPIs)</li> <li>○ Adding value – can we be doing anything further</li> <li>○ Publicity</li> </ul>	<p><b>Initial meeting</b></p> <ul style="list-style-type: none"> <li>○ Your specific requirements discussed in full</li> <li>○ Your policies and procedures</li> <li>○ Discuss added value and services to maximise benefit from legal resources</li> <li>○ Demonstration of reporting / portals if appropriate</li> <li>○ Confirm sign up for any e-briefings etc</li> </ul>	<p><b>Client review meeting</b></p> <ul style="list-style-type: none"> <li>○ Follow up from set-up meeting</li> <li>○ Overview of work – how is it going?</li> <li>○ News from the GDC</li> <li>○ Finances</li> <li>○ M&amp;R news – firm initiatives</li> <li>○ Next meeting</li> <li>○ Where applicable, discuss Annual Delivery Plan</li> </ul>
<b>OUTPUTS</b>	<ul style="list-style-type: none"> <li>○ Signed contract</li> <li>○ Draft SLA if appropriate</li> <li>○ Agree timeframes for plan</li> <li>○ M&amp;R to put internal client service team in place</li> <li>○ M&amp;R to update our CRM system</li> <li>○ M&amp;R to set up billing and reporting arrangements</li> <li>○ M&amp;R to update internal client page with information relevant to working with GDC</li> </ul>	<ul style="list-style-type: none"> <li>○ Finalise protocols</li> <li>○ Post key information to client intranet</li> <li>○ M&amp;R internal meeting to feedback set up information to the M&amp;R client service team, including placing summary of the SLA on the client intranet</li> </ul>	<ul style="list-style-type: none"> <li>○ Note of follow up actions to the team further to Client Review Meeting</li> <li>○ Revise team / working arrangements (if necessary)</li> <li>○ M&amp;R internal meeting to give feedback</li> <li>○ Any other follow up action (eg Annual Delivery Plan)</li> </ul>

**Appointment of client partner**

We believe that having a lead partner responsible for the overall relationship with a client is important. The client partner provides a single contact point for overall relationship issues; an escalation point for any issues raised; and someone independent of the day-to-day work to ensure service quality is maintained and that our output meets your requirements.

The client partner is someone who will act as the GDC's ultimate advocate, friend and champion and will aim to have a thorough understanding of your strategic aims, objectives and needs and an in-depth understanding of the world in which you operate.

We propose that Kevin Calder continues in his existing role as our client partner for the GDC. Kevin has over a decade of experience of acting in a client partner role for key clients of the firm, and brings with him the benefit of acting for a number of regulators and national bodies, and an understanding of some of the unique issues that brings.

Kevin's CV with more details of his experience is set out at page 25 and **Appendix 4**.

Given the nature of the GDC's requirements under this contract, we propose an additional layer of senior contract management to support Kevin. We would propose that a subject matter specialist partner is appointed for each area covered by your requirements. Stuart Craig would be the lead for employee relations and Nick Finlayson-Brown for issues relating to your estates strategy. Kevin would be the subject matter lead on commercial and contractual issues.

CVs for Stuart and Nick are at pages 25-26 and **Appendix 4**.

Your Contract Management Structure – summary of roles and responsibilities



**Kevin Calder, Partner**  
*GDC Client Partner and Lead Partner  
for Contractual and Commercial*

**Management responsibilities:**

- Overall responsibility for the relationship between the GDC and Mills & Reeve.
- Develop strong relationships with key GDC stakeholders.
- Understand current issues impacting on the GDC.
- Implementation of relationship – ensuring that our teams get up to speed quickly and effectively.
- Agreeing a service level agreement setting response times for urgent and routine matters with you.
- Meeting the GDC's review/reporting requirements, ensuring timely and accurate contract financial management.
- Ensuring our support meets the GDC's requirements including agreed service levels.
- Ensuring we add genuine value to the GDC and offer excellent value for money.
- Ensuring effective communication between the GDC and Mills & Reeve.
- Take supervisory responsibility for all contractual and commercial work delivered to the GDC under this contract.



**Stuart Craig, Partner**  
*Lead Partner for Employee Relations*

**Management responsibilities:**

- Develop strong relationships with stakeholders including the Principal Legal Adviser, Head of Corporate Legal and Executive Director of Organisational Development in relation to this contract.
- Explore and understand the GDC's legal and commercial needs in relation to employee relations.
- Seek informal feedback throughout this contract.
- Manage proposed "employee relations" M&R team.
- Take supervisory responsibility for all employee relations work delivered to the GDC under this contract.



**Nick Finlayson Brown, Partner**  
*Lead Partner for Estates Strategy*

**Management responsibilities:**

- Develop strong relationships with stakeholders including the Principal Legal Adviser and Head of Corporate Legal in relation to this contract.
- Explore and understand the GDC's legal and commercial needs in relation to estates strategy.
- Seek informal feedback throughout this contract.
- Manage proposed "estates strategy" M&R team.
- Take supervisory responsibility for all estates strategy work delivered to the GDC under this contract.

### Agreeing expectations

A key part of getting to know you better is understanding how you want to work, and agreeing ways of working which will deliver against your expectations.

We have a rigorous set of Client Service Standards. These set out such things as required response times and include a complaints procedure. They also include a process for the review, management and monitoring of client matters. The emphasis of these standards is on responsiveness, planning and communication.

For many clients, and we would suggest this approach for GDC, we go beyond these to develop Client Service Standards specific to the client. We will deliver against, and be accountable for meeting, these Client Service Standards to ensure that your requests for advice are recorded, acknowledged, clarified and actioned within agreed deadlines.

We have detailed our initial suggestions on KPIs below, along with the frequency at which we suggest that they are reported against. Of course, as part of our Implementation Plan we will discuss these proposed KPIs to ensure they match the GDC's requirements.

Output	KPI	Reporting period
Response time – urgent query	By telephone – immediate By email – within 4 working hours	Quarterly
Response time – routine query	By telephone – immediate By email – within 1 working day	Quarterly
Provision of substantive advice – urgent query	Where instructions are received before 11am, initial view to be provided within 1 working day unless otherwise agreed	Quarterly
Provision of substantive advice – routine query	Within agreed deadline (or, if none, within 5 working days)	Quarterly
Provision of accurate management information	Financial and matter status report (expected to be provided weekly) is 100% accurate	Quarterly
Provision of accurate invoices	Monthly invoice is 100% accurate	Quarterly

We will also agree with you process points, such as who will receive and the content of management information reports, who should be able to access our online information, and the format and frequency of invoicing.

### Reporting on performance

We take contract monitoring extremely seriously – it links to transparency and certainty on costs and having personal chemistry and a close working relationship with you, both of which we consider to be key elements of providing outstanding client service.

If appointed, we will provide regular – we propose quarterly – reports on our performance against agreed KPIs. We typically use a form of “dashboard” report which enables client’s to see at a glance our performance against agreed KPIs, and any action points.

We would also recommend that we discuss performance with you as part of the regular relationship meetings with your client partner, Kevin Calder. Part of Kevin's role is to ensure that our performance is meeting, and where possible exceeding, your expectations.

### Addressing issues that may arise

We are committed to providing high quality advice and outstanding client service to the GDC and all of our clients. However, should there be a shortfall in service or a problem arise, we would want you to feel able to let us know. This gives us the opportunity to address the issue and helps us to improve our overall standards.

In the unlikely event of any performance issues, we will adopt a "fix first" approach. We will work, in consultation with you, on resolving the issue in the most efficient way possible, before looking at lessons learned, and implementing changes (at no cost to you) to prevent any re-occurrence.

Through our pro-active monitoring of KPIs we hope to identify any performance issues before they impact on the GDC, but in the event that the GDC have any concerns, you should contact your client relationship partner, Kevin Calder, in the first instance. Kevin is responsible for the firm delivering against expectations and it is his responsibility to resolve any issues.

If you wish to escalate your complaint or issue at any time, you can do so by contacting our dedicated Complaints Partner, Guy Hinchley. We have a formal complaints policy, including escalation to our Managing Partner, and this includes an obligation on the firm to respond and resolve any complaint within specific timescales. We would be happy to provide a copy of our policy on request.

### High quality, timely and proactive

Quality legal advice is not a given, and at Mills & Reeve we work hard to ensure that we consistently deliver the high quality legal advice that clients rightly expect. We have a detailed supervision policy in place to ensure that whatever the grade of lawyer assigned to a piece of work, you can be confident that the end product has been checked and meets our quality standards.

We also have a rolling training programme (underpinned by our "Investors in People" accreditation) to ensure that all of our team have the skills they require to deliver quality advice.

We have obtained and retained **ISO9001 accreditation** for our quality management systems, demonstrating our commitment to consistently delivering quality product to our clients.

Your client partner and subject matter leads will take responsibility for ensuring that the GDC receive this high quality input on all matters.

In terms of timely delivery of input, we will always seek to establish when taking your instructions whether the matter is urgent, and your expectations around delivery of our advice. We would in any event always work to meet any agreed KPIs around responsiveness and delivery of advice.

We have a substantial team of employment, real estate and commercial lawyers, which enables us to resource matters flexibly, and to continue to deliver on an urgent basis even where the main contact on a matter is not immediately available.

Proactivity is a hall mark of our service. To be seen as an extension of your team requires much more than just responding to requests for advice. We need to proactively tell you if we can see a better way of doing things; if we think you are asking the wrong questions; or if we are aware of issues which may impact on what you are planning.

We aim to act as a “critical friend” to clients – not afraid to test with you whether any proposed approach is right, and working with you to collaboratively find the best solution.

We would be happy to discuss with you putting in place a “horizon scanning” service, and using our relationship catch up meetings to look at any forthcoming legal issues which the GDC should be aware of. You would also benefit from our legal briefings where we seek to notify clients of legal changes relevant to their organisation, enabling them to take steps in advance – such as our recent work with clients on the forthcoming General Data Protection Regulation.

### Regular feedback meetings

A key part of ensuring we deliver outstanding client service is to seek regular formal and informal feedback from clients on our work to date. It is a core element of the client partner role to ensure that feedback has been obtained and acted on, but we find that it is equally important to obtain feedback on a day-to-day basis, to ensure that all stakeholders are happy with the input that they have received.

If appointed, we would propose that Kevin Calder meets with you on a quarterly basis to seek formal feedback on our performance under this contract. In periods of intense working, it is often also helpful for the relevant subject matter leads to seek more regular feedback – for example as part of fortnightly catch up telephone calls, at which ongoing issues can be discussed, including feedback performance and any known issues.

We also have a rolling programme of client service reviews with an independent reviewer, which give clients an opportunity to provide feedback objectively.

### Continuous improvement

Our team is top-ranked by the leading legal directories. We have achieved this position through adopting a process of continuous development and improvement for our clients’ benefit, and we will continue to do so.

A culture of continuous improvement underpins our work and we will continually review and refine practices, processes/procedures – both for the GDC and ourselves – adopting “best of breed” approaches to identify new and potential improvements, and adapting proactively to lessons learnt.

We assist our clients in using previous matters to inform learning, eradicate mistakes and better shape future actions. Examples include:

- “Lessons learnt” debriefs following matters enabling clients to review/refine existing practices, and modify policies/procedures;
- Training employees as mediators, resolving employment grievances before they escalate;
- Developing monthly “RAG” reports to flag risk issues at the earliest opportunity;
- Providing an annual legal services report summarising significant legal input/advice and lessons learnt, identifying training needs, and required process redesigns; and
- Using a core team who spot trends in the advice requested, and then refer repeat queries to earlier advice, saving legal costs. Alternatively, this may point to an issue for which we can deliver training.

### Innovation

Innovation is a Board level priority for the firm – our stated aim is to be seen as an innovative law firm. Part of delivering this aim has been holding an annual “*Innovation Week*” in which all staff are invited to participate in looking at ways we can deliver better for our clients. Both of the two weeks held to

date have been a great success, with hundreds of ideas submitted by our teams, which are then triaged by our local innovation champions and where possible implemented.

Our firm have won a number of awards for innovation. Recent examples include:



Winner: Most Innovative Workplace



Highly Commended

Finalist: Legal Week 2017 Future of Legal Services Innovation Award  
(a collaboration with Kennedys and Bond Dickinson)

Our clients benefit from this continual focus on improving service delivery. A recent example is a national public sector client where we have implemented a global shared “to do” list, to ensure that all stakeholders are aware of the status of matters without needing to email queries.

Our innovation also extends to our use of technology. We are currently trialling the use of artificial intelligence software in a number of areas of the business, including real estate, to reduce costs and improve the efficiency of delivery for clients.

### Annual delivery plan

We pride ourselves on actually delivering what we promise in tender documents, and a key part of achieving that is to develop an annual plan with clients. This is typically agreed with the client partner at a relationship review meeting, and will include key objectives around developing the relationship over the next 12 months. Examples may include new training or know-how sessions, or introducing new reporting mechanisms. We track delivery against the plan and then report on this at subsequent relationship meetings.

### Excellent customer service with all stakeholders

Our objective is always to deliver outstanding client service, and we understand that this means being available and responsive to all key stakeholders. We understand the need to tailor our input for a given audience – we often prepare “in a page” PowerPoint summaries for management boards, ranging to “traffic light” reports highlighting legal risk issues for project meetings, and contract summaries for those who will be working with contracts on a day-to-day basis.

A key part of delivering excellent customer service is understanding our clients. We take time, particularly at the start of new client relationships, to invest in getting to know our clients and their key stakeholders, understanding the way that they like to work, and what “good” looks like from a professional services provider.

The quality of our client service has been recognised externally – our firm was recently ranked nationally as first for client satisfaction by Legal Week. It is also reflected in the results of our client surveys where we try and benchmark ourselves – a consistent theme is that our excellent customer service is a differentiator for the firm, and a reason not only that clients continue to instruct us, but also that we are so frequently recommended to others.

We pride ourselves on our collaboration with clients and we are often seen as an extension of our clients’ in-house teams. It is no coincidence that our new brand is “Achieve more. Together”. This speaks to the very heart of our approach– we know how important the

right culture and attitude are in establishing truly collaborative working relationships with our clients, and the benefits this way of working can bring to both parties.

### Timely and accurate contract financial management

We believe in providing consistent and reliable management information to our clients to keep them fully informed through all stages of our relationship. This ensures that you have full control of your legal spend.

Key to our relationships with clients is full transparency on financial information. Working with Mills & Reeve is about “no surprises” – we agree fee arrangements in advance with you – including where possible capped fees, and provide regular reporting so that you can monitor progress. We believe that transparency and certainty on matter status and costs is a key element in us delivering outstanding service to our clients.

If appointed, we would offer the GDC access to our secure client extranet, *Dialogue*. *Dialogue* enables nominated members of your team to access a wide range of financial and matter status information for every matter on which we are working on with near-real time accuracy. The system can be configured for your needs but typically includes:

- the number of live matters;
- current work in progress;
- legal spend, year to date;
- hours worked on matters, by lawyer;
- matter responsibility, by lawyer;
- work in progress and amount billed, by matter; and
- billing information.

We would also propose to provide regular reports by email (typically weekly) on major matters, so that you are kept fully up to date on the time spent without needing to log in to the extranet.

Our financial systems are able to prepare bespoke and flexible reports, and as part of our appointment we would agree with you a frequency of financial reporting and level of content which works for you.

## Terms and conditions of contract

Please see **Appendix 5** for a copy of our Terms of Engagement.

## Systems

Over the following pages we set out details of the firm-wide systems in place at Mills and Reeve and the impact they will have on the service we provide to you.

### IT and reporting method statement

Underpinning our service delivery would be the use of firm-wide technology to help support our lawyers and provide reports back to the GDC; these are summarised below:

System	Use	Impact seen in contract
eDesk	<p><b>eDesk is our internal case management system.</b> We have implemented a firm-wide client/matter management system called eDesk, built using Thomson Reuters Elite’s MatterSphere product. eDesk:</p> <ul style="list-style-type: none"> <li>o is our central client/matter “hub” from where all lawyers, secretaries and other support colleagues can work on their clients’s matters electronically;</li> <li>o provides a firm-wide framework which enables teams to work more effectively together for clients; and</li> <li>o includes task management, key date/diary management, document automation, scoping and engagement tools, access to know-how at the point of need, and worktype-specific workflows.</li> </ul>	<p>Our eDesk system allows lawyers to set alerts consistent with the current estimate or budget, meaning they will be automatically notified if an estimate is, or is about to be, exceeded. This will ensure matters are always kept on budget for the GDC.</p> <p>eDesk also allows for accurate and regular reporting. In order to ensure the reports we provide to you add value (and is information you actually want to know), we will discuss with you at the outset what information you would like to receive and provide bespoke tailored reports to you.</p>
Dialogue	<p><b>Dialogue is our client-facing extranet.</b> As part of our commitment to transparency and accessibility, we want you to have access to your information when convenient to you. We would therefore offer you access to <i>dialogue</i>, our secure client extranet facility, which makes up to date matter financial information available to you on demand. The system covers:</p> <ul style="list-style-type: none"> <li>o The number of live matters.</li> <li>o Current work in progress.</li> <li>o Legal spend, year to date.</li> <li>o Hours worked on matters, by lawyer.</li> <li>o Matter responsibility, by lawyer.</li> </ul>	<p><i>Dialogue</i> will enable the GDC to access a wide range of financial and matter-specific information for every matter on which we are working on with near-real time accuracy. This will provide the GDC with reassurance and transparency.</p>
M&R Collaborate	<p><b>M&amp;R Collaborate, is our online deal room system.</b> It has a number of uses – one of them is as a data room for projects, which may be useful for your relocation project.</p> <p>The data room functionality within Collaborate is sophisticated and will flex to suit the needs of any project. It has a multi-layered structure to support the organisation and classification of files and access permissions can be</p>	<p>Collaborate facilitates effective legal project management through its ability to manage the legal process from one central point, streamline document sharing, and increase project engagement and transparency.</p>

System	Use	Impact seen in contract
	<p>adjusted to suit your security and communication requirements.</p> <p>The project management element to the system can highlight key dates and outstanding actions, and file updates to all those involved in the project. This extends to granting permissions to your other external advisors (such as accountants) who may also be working on the project.</p>	

In terms of IT security:

- We are audited to **ISO 27001:2013** standard for Information Security Management Systems.
- All sensitive documents are **password protected/encrypted**.

### Performance monitoring systems

As set out above, if appointed, we would propose developing a series of KPIs (as mentioned at page 33) with you which would underpin a Service Level Agreement, in order to provide a benchmark for the quality of our service.

We would use our IT systems to support us in proactively monitoring our performance in delivering services to GDC. Our IT systems also allow us to prepare and deliver bespoke reports, for example on financial information, which we can make available at a frequency to suit you.

### Policies and processes

Through partnering with Mills & Reeve, the GDC will benefit from working with a large firm that invests in its governance infrastructure. The overarching policies and processes relevant to this contract are listed below – all of which can be provided to the GDC upon request:

Policy/Process	Outcome	Impact seen in contract
<b>Supervision policy</b>	Matters are managed properly ensuring quality assurance and effective risk management.	Cost efficiencies can be made whilst ensuring high quality.
<b>Complaints policy</b>	Ensures issues or problems are properly addressed and ultimately helps us to improve our standards.	The complaints policy sets out the process for raising concerns about quality. It encourages you to talk to us to address issues as soon as possible and sets out a formal complaints procedure should these issues not be resolved swiftly.
<b>Conflicts policy</b>	Our conflicts procedures help us fulfil the professional obligation that prevents us from acting for one client in a matter where there is an actual (or significant risk of a) conflict with the interest of another client for whom we are already acting.	We will always seek to resolve any conflict in the most advantageous way to the clients concerned. Any discussions about conflicts will involve your client partner, Kevin Calder, who will represent the GDC's interests within the firm.
<b>Information Security</b>	Our ISMS contains the organisational structure, policies,	Confidentiality: all sensitive information will be protected from unauthorised access or

Policy/Process	Outcome	Impact seen in contract
Information System (“ISMS”)	responsibilities and procedures required to protect the confidentiality, integrity and availability of our and our clients' information.	disclosure  Integrity: all information will be protected from accidental, malicious and fraudulent alteration or destruction; and  Availability: information services will be available throughout the times agreed with the users and be protected against accidental or malicious damage or denial of service.

**Quality assurance**

We recognise that quality assurance, in a professional service setting, requires the optimum balance between system, process, best practice, soft skills and technical training, as well as the right management style and approach. Your proposed team is dedicated to ensuring that we deliver the right advice, at the right time and at the right price.

We have set out our quality assurance measures and accreditations in full at pages 23-25.

**Equality and diversity central to operation**

We are committed to ensuring our workplaces are free from unlawful discrimination related to protected characteristics - race, sex, marriage and civil partnership, gender reassignment, pregnancy and maternity, sexual orientation, religion and belief, age and disability.

We know that encouraging greater diversity across the firm makes for a better business. Ensuring a breadth of viewpoints and backgrounds means we can make better decisions at a senior and board level, it gives us the best chance of recruiting the very best people and ensures we reflect the diversity of our clients.

In line with our value of ‘respect for each other’ we are committed to making our Diversity Policy effective and operational throughout the firm on a day-to-day basis.

This policy impacts on all aspects of our business including:

recruitment	terms of employment
career development and promotion	grievances and disciplinary procedures
dismissals, redundancies and management of staff	benefits, facilities and pay
health and safety	the way we provide services to clients and deal with third parties
training and development	marketing

We regularly post our diversity statistics on our website to maintain transparency with our clients.

We know that encouraging greater diversity across the firm makes for a better business. As part of our 2020 strategy, we have 3 diversity and inclusion objectives:

#1 - Achieve a more diverse workforce by identifying and communicating a number of diversity and inclusion workforce profile goals



- Increase the proportion of female partners from its current level of **27%** to at least **30%**.
- Increase the proportion of Black, Asian and Minority Ethnic (BAME) staff and partners in our workforce from the current level of **9%** to **12%**.
- Increase the proportion of people in our workforce that identify as lesbian, gay, bisexual, transgender or as belonging to other minority sexual orientations or gender identities from its current level of approximately **1.8%** to **4%**. Our 'Spectrum' LGBT+ group has been established as a way to encourage every LGBT person in the firm to feel comfortable being open about their sexual orientation.
- Increase the proportion of people in our workforce who report day to day activities limited by health or disability from **4%** to a level closer to the England and Wales average for the economically active population of **8%**.
- Achieve or exceed the national percentage for male training contract registrations of **37.2%**.

#2 - Embed good equality, diversity and inclusion practices into our daily activities and decision making processes

- Achieve either silver or gold status in The Law Society Diversity and Inclusion Charter 2017 biennial review.

#3 - Celebrate, communicate and promote equality, diversity and inclusion both within and outside of the firm

- Report high levels of engagement across the equality factors we monitor as part of the employee survey.
- Receive one or more external awards in recognition of our diversity and inclusion initiatives.

**Current initiatives**

**Female Partner & BAME working groups:** we are proud to have a Diversity and Inclusion Steering Group (DISG). The DISG currently has two working groups, one looking at how we can increase our percentage of female partners and the other the percentage of Black, Asian and Minority Ethnic (BAME) staff. These groups are made up of staff from across the firm, in a range of roles, who are committed to identifying the barriers to diversity and finding solutions for overcoming them.

**Diversification of graduates:** We have introduced the Rare contextual recruiting system for graduate recruitment. This tool flags candidates who indicate potential, widening the talent pool to enable us to find the best and most diverse hires.

The system works by using an algorithm combining publicly available information with candidates' responses asked in their application process. It takes 12 data points provided by the candidate (including information such as whether they were the first in their family to go to university and whether or not they were eligible for free school meals). This information is combined with information from two databases containing the exam results of over 4,000 secondary schools and sixth form colleges and 2.5 million postcodes. The results deliver a measure of disadvantage and a measure of performance.

We have also introduced blind CV sifting for one stage of the shortlisting process, meaning the personal details of candidates are replaced by numbers.

### Commitment to CSR and sustainability

A demonstrable commitment to corporate social responsibility and sustainability is recognised by our Board as a priority for the firm. Initiatives in this area include:

- **Community.** Our people can make a real difference to communities. Every year, each of our offices chooses a local charity. As a result we have supported causes such as Wellchild, Age Concern, Teenage Cancer Trust, the Big Bus Project, Sifa Fireside, the Pink Rose Campaign and the Big C. We also work with local schools with their mentoring programmes. By working alongside local charities, schools and not-for-profit groups and organisations like Business in the Community we are able to focus our resources for the greatest impact.
- **Charitable giving.** Our Charitable Trust supports causes ranging from Community Foundations through to match funding and donations for group and individual fundraising events to the tune of £100,000 a year. Staff across the firm are also enthusiastic fundraisers as well as participants in Workplace Giving. Nearly 21 per cent of our staff participate in Workplace Giving. For the tenth year running we have been awarded a Gold Quality Mark for our outstanding commitment.
- **Pro bono.** Many worthwhile causes and community projects need legal advice but do not have the money or access to funding to pay for it. We support a variety of projects within the six regions surrounding our offices by providing our time and skills to charities and not-for-profit groups. Each member of staff has one day per year (paid) to take off to do some work for a charity of their choice. We have also supported clients' pro bono projects.
- **Environment.** We have taken significant steps to improve our environmental performance, including reducing energy consumption, recycling, sustainable travel and procurement. Our commitment to our environment is illustrated by our active participation in Business in the Community, our long involvement as a main sponsor of the East Anglia Business Environment Club and our voluntary work for Local Wildlife Trusts, the National Trust and other environmental and community projects. We review our performance against these commitments on a regular basis to ensure that our environmental policy is flexible and can adapt quickly. A Green Group is in place with responsibility for improving and monitoring our performance as well as developing new initiatives and providing input to the firm on ideas raised by staff.

#### Our commitment is to manage our carbon footprint through:

- **Reduced paper consumption and postage** – where suitable we will send letters and correspondence via email thus reducing the impact on resources of sending via post, which includes electricity and ink for printing, paper and logistics for posting. All of our marketing material is also available as soft copies for email distribution. We use e-filing and duplex printing of documents is enabled as standard when printing documents for review. Although due to the nature of our industry it is not possible to operate entirely 'paper-free', we are working towards a 'paper-light' working environment, which is a rarity within the legal sector.
- **Reduced travel** – we have video-conferencing and Skype facilities in all of our offices and we encourage the use of these facilities with clients where appropriate. This does not replace face to face meetings but is used in the right way to ensure environmental consideration. Where travel is required we encourage the use of public transport wherever feasible through our travel policy.
- **Using alternative means of transport for journeys to work** – encouraging alternative means of transport is a relatively quick and effective way of making a significant environmental difference. All of our offices are city centre based near major public transport hubs, to negate the need for car travel wherever possible. We also provide bike parking and shower facilities to encourage people to come to work by this means. The firm also participates in the Bike for Work scheme, enabling staff to purchase a bike and accessories, tax free.

# Annex 2 – Pricing Schedule

### Competitive hourly rates

We are pleased to set out our competitive hourly rates below.

Lawyer Grade	Hourly rate (£)
Partner	259
Senior Solicitor	220
Solicitor	190
Junior Solicitor	180
Paralegal	140
Trainee solicitor	140

Please note that these fees are exclusive of VAT, disbursements and charges.

### Willingness to agree capped fees

As mentioned previously in this document, whilst we have included these rates for comparison, we would endeavour to provide fixed or capped fees for your projects (or for specific elements of the projects or other ad hoc advice) where possible, helping the GDC to manage their legal spend and providing certainty as to costs.

thank

you

If you have any questions or would like to speak to one of our team, we'd love to hear from you. Call or email:

Kevin Calder

T +44(0)1223 222208

[kevin.calder@mills-reeve.com](mailto:kevin.calder@mills-reeve.com)

[www.mills-reeve.com](http://www.mills-reeve.com)

T +44(0)344 880 2666

Birmingham, Cambridge, Leeds,  
London, Manchester, Norwich

# appendices

No	Appendix Name	Reference
1	Brief description of Mills & Reeve business, main products and services	Part A, Q3, Page 5
2	Mills & Reeve ownership structure	Part A, Q3, Page 5
3	Diversity Policy	Part A, Q7, Page 6
4	Staff profiles/CVs	Part B, Page 20
5	Terms of Engagement	Part B, Page 37
6	Added value	Part B, Page 29

# appendix 1

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Brief description of Mills &  
Reeve business, main products  
and services

Question reference: Part A, Q3, Page 5

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# about our firm

2016-17

## Turnover

£92.3<sup>m</sup>

## Charitable donations

£103,000

## Best place to work

We have been named a record 14 years running as one of the 100 Best Companies to Work For in *The Sunday Times*' annual survey

## Social

Join @MillsandReeve on Twitter 8,000+ followers and counting...



## Office locations and international reach

- 1 London
- 2 Birmingham
- 3 Cambridge
- 4 Leeds
- 5 Manchester
- 6 Norwich



Last year our lawyers engaged with 75 jurisdictions across the globe working with our trusted international network of independent law firms

**The highest quality:** We have highly-ranked experts in every area in which we practice. We are ranked in Band 1 in 24 of our practice areas in Chambers and Partners UK, with 26 lawyers ranked in Band 1 individually. The latest edition (2017) Legal 500 ranks Mills & Reeve 4th in the UK in terms of the number of top tier recommendations received, in 44 of our practice areas. Individually, we performed exceptionally well with 18 new "leading lawyers", including Kevin Calder, and 17 "next generation lawyers" in the latest edition of The Legal 500.

**Our practice:** We cover all major legal practice areas including employment, property, commercial contracts and outsourcing, corporate, tax, insurance disputes, M&A, dispute resolution and litigation, regulatory, banking and finance, planning, IT, intellectual property, trade marks and brand protection, pensions, health and safety, charity law, construction and public law. **Our key sectors are:** Government, health, sport, charities, education, technology, insurance, private wealth, food and agribusiness and real estate investment.

**People matter:** We are the only law firm to be named for fourteen consecutive years in the Sunday Times 100 Best Companies to Work For, praised for putting "a human face on commercial law". 96 per cent of our staff would recommend Mills & Reeve as a good place to work. We have held the Investor in People accreditation since 1998.

**Our core values:** Respect for each other, openness, transparency and integrity, are the guiding principles that help to make our practice successful and an enjoyable place to work.

## Staff make up across the firm



● 960+ staff  
● 499 lawyers  
● 117 partners

**Clients:** We advise some of the UK and the world's most successful and innovative businesses and public sector organisations, as well as individuals. In the public sector we advise central Government departments and NDPBs and more than 130 universities, colleges, national agencies, educational businesses and charities as well as 100 healthcare trusts and NHS bodies, and 65 local authorities. Our commercial clients include global and UK based businesses, FTSE and AIM listed organisations, private companies and start-ups.

# appendix 2

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Mills & Reeve ownership  
structure

Question reference: Part A, Q3, Page 5

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# MILLS & REEVE

## Mills & Reeve LLP partners

June 2017

[Nicholas Abbott](#) (B)\*  
[Steven Allen](#) (B)\*  
[Tim Allsop](#) (C)\*  
[Bridget Archibald](#) (C)\*  
[Duncan Astill](#) (C)\*  
[Gary Attle](#) (C)\*  
[Michael Aubrey](#) (C)\*  
[Sara Barrett](#) (M)\*  
[Chris Belcher](#) (C)\*  
[Dawn Brathwaite](#) (B)\*  
[Nicola Brown](#) (C)\*  
[Alison Bull](#) (M)\*  
[Christian Bull](#) (B)\*  
[Neil Burton](#) (C)\*  
[Kevin Calder](#) (C)\*  
[David Catchpole](#) (N)\*  
[Deborah Clark](#) (M)<sup>†</sup>  
[Claire Clarke](#) (C)\*  
[Carina Cobbold](#) (N)\*  
[Michelle Cookson](#) (C)\*  
[Stuart Craig](#) (L)\*  
[Neil Davies](#) (N)\*  
[Neil Davis](#) (Lo)\*  
[Richard Dawson-Gerrard](#) (M)\*  
[Christine de Ferrars Green](#) (C)\*  
[Caroline Dean](#) (N)\*  
[Virginia Edgecombe](#) (N)\*  
[Nick Finlayson-Brown](#) (C)\*  
[Beverley Firth](#) (C)\*  
[Neil Frankland](#) (B)\*  
[Helen Fyles](#) (M)\*  
[Martino Giaquinto](#) (B)\*  
[Greg Gibson](#) (N)\*  
[Michael Giess](#) (Lo)\*  
[David Gooding](#) (B)\*  
[Clare Grice](#) (B)\*  
[Joanna Grandfield](#) (Lo)<sup>†</sup>  
[John Grundy](#) (B)\*  
[Tony Hall](#) (M)\*  
[Stephen Hamilton](#) (C)\*  
[Caroline Hanratty](#) (M)\*  
[Matthew Hansell](#) (B)\*  
[Richard Hanson](#) (N)\*  
[Ben Hardiman](#) (M)\*  
[Ryan Hawley](#) (B)\*  
[Justin Hennessey](#) (Lo)\*  
[Virginia Hickley](#) (Lo)\*  
[Rachel Higgs](#) (N)\*  
[Guy Hinchley](#) (B)\*  
[Craig Hodgson](#) (N)\*  
[Laura Holdaway](#) (C)\*  
[Mark Hovell](#) (M)\*  
[Neil Howes](#) (Le)\*  
[Joq Hundle](#) (B)\*  
[James Hunter](#) (N)\*  
[Jayne Hussey](#) (B)\*  
[Niall Innes](#) (M)\*  
[Alan Jacobs](#) (B)\*

[Caitlin Jenkins](#) (C)\*  
[Paul Johnson](#) (Le)\*  
[James Kidd](#) (N)\*  
[Stephen King](#) (N)\*  
[Gregory Laming](#) (N)\*  
[Clive Levontine](#) (Lo)\*  
[Zickie Lim](#) (C)\*  
[Kevin Lowe](#) (B)\*  
[Adrian Luto](#) (Lo)\*  
[Vincenzo Maggio](#) (C)\*  
[Jill Mason](#) (B)\*  
[Ian Mather](#) (C)\*  
[Anthony McGurk](#) (C)\*  
[Peter McLintock](#) (B)\*  
[David Mills](#) (C)\*  
[Michael Mitchell](#) (Lo)\*  
[Richard Noble](#) (C)\*  
[Nicolas Oldham](#) (Lo)\*  
[Orla O'Sullivan](#) (Lo)\*  
[Lauren Parker](#) (N)\*  
[Mark Pearce](#) (Le)\*  
[Neil Pearson](#) (B)\*  
[Simon Pedley](#) (M)\*  
[Stuart Pemble](#) (B)\*  
[Tom Pickthorn](#) (C)\*  
[Raith Pickup](#) (C)\*  
[Andrew Playle](#) (Le)\*  
[Alasdair Poore](#) (C)\*  
[Julia Rangecroft](#) (Le)\*  
[Andrew Ray](#) (C)\*  
[David Roberts](#) (C)\*  
[Justin Ripman](#) (N)\*  
[William Roles](#) (C)\*  
[Chris Ross](#) (M)\*  
[Tim Ryan](#) (N)\*  
[Richard Santy](#) (B)\*  
[Marc Saunderson](#) (B)\*  
[Peter Seaborn](#) (C)\*  
[Sarah Seed](#) (C)\*  
[Simon Sherwood](#) (Le)\*  
[Zahra Siddiqui](#) (M)\*  
[Julian Smith](#) (B)\*  
[Charles Staveley](#) (C)\*  
[Nick Stone](#) (N)\*  
[Richard Sykes](#) (B)<sup>†</sup>  
[Amanda Taqq](#) (C)\*  
[Stuart Thompson](#) (C)\*  
[Christopher Townsend](#) (C)\*  
[Angus Turner](#) (B)\*  
[Rhian Vandrill](#) (B)\*  
[Zak Virgin](#) (N)\*  
[Natalie Wade](#) (N)\*  
[Peter Wainman](#) (C)\*  
[Philip Way](#) (Le)\*  
[Michael Whatley](#) (B)\*  
[Jamie Wheatley](#) (C)\*  
[Chris Wilkinson](#) (M)\*  
[Tim Winn](#) (B)\*  
[Andrew Wood](#) (C)\*

### **Birmingham office**

78-84 Colmore Row  
Birmingham  
B3 2AB

### **Cambridge office**

Botanic House  
100 Hills Road  
Cambridge  
CB2 1PH

### **Leeds office**

1 City Square  
Leeds  
LS1 2ES

### **London office**

Monument Place  
24 Monument Street  
London  
EC3R 8AJ

### **Manchester office**

8<sup>th</sup> and 9<sup>th</sup> Floor  
1 New York Street  
Manchester  
M1 4AD

### **Norwich office**

1 St James Court  
Whitefriars  
Norwich  
NR3 1RU

### **Key**

(B) Birmingham office

(C) Cambridge office

(Le) Leeds office

(Lo) London office

(M) Manchester office

(N) Norwich office

\* Solicitor, registered with the Solicitors Regulation Authority of England & Wales

<sup>†</sup> Barrister, registered with the Bar Council of England & Wales

# appendix 3

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Diversity Policy

Question reference: Part A, Q7, Page 6

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## Diversity

### Background

The Firm is an equal opportunities employer and is committed to ensuring our workplaces are free from unlawful discrimination related to protected characteristics. These are race (including colour, nationality and ethnic or national origins), sex, marriage and civil partnership, gender reassignment, pregnancy and maternity, sexual orientation, religion and belief, age and disability.

We will not treat anyone less favourably for a reason relating to their part-time or fixed-term status unless this can be objectively justified. The Firm will also take all reasonably practicable steps to ensure that disabled people (including staff and clients) are able to participate in its business activities on an equal basis with people who are not disabled.

In line with the Firm's value of 'respect for each other' the Firm is committed to making this policy effective and will take steps to ensure everyone is treated fairly. The Firm's policies on harassment, maternity, paternity, parental leave and flexible working can be found on the intranet.

This policy impacts on all aspects of the Firm's business including:

- advertising jobs
- recruitment and selection
- benefits, facilities and pay
- health and safety
- career development and promotion
- training and development
- terms of employment
- grievances and disciplinary procedures
- dismissals, redundancies and the way we manage staff and deal with each other (including by e-mail)
- the way we provide services to our clients and deal with third parties
- the way we market our services
- the way we deal with barristers, other lawyers, experts, suppliers, contractors and recruitment agencies.

# MILLS & REEVE

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## Who is covered?

This policy covers all individuals working at all levels and grades, including employees, partners, temporary, casual or agency workers, trainees, work experience students secondees, contractors, consultants, collectively known as staff in this policy.

The Firm expects each partner and member of staff to comply with this policy and to ensure that a positive climate of inclusion and diversity exists by treating others on their merits and by disassociating themselves from any form of direct or indirect discrimination, victimisation, or harassment. This not only applies to other members of staff but our visitors, clients, customers and suppliers and potential new employee recruitment candidates.

## Implementation

This policy is endorsed by the board and ultimate responsibility for implementing this policy rests with the partners. The Firm has appointed Sandy Boyle, Director of Human Resources to be responsible for its proper implementation, monitoring, promotion and review.

Line managers and the human resources department have a responsibility to ensure this policy is communicated to all staff as part of their induction, and that any update or review of the policy is communicated.

The Firm is committed to providing training on the application of this policy and all those people with line management responsibility will receive written instructions on equality in recruitment, selection, training and development, promotion, discipline and dismissal of staff.

## Discrimination

Direct discrimination arises when a person is treated less favourably because of a protected characteristic. This may be because of assumptions (which may be unconscious and will not necessarily be motivated by prejudice or hostility) about the group to which they belong or are perceived to belong or with which they are associated.

Examples of this would be:

- A woman with young children is not employed because it is feared that she might be an unreliable member of staff.
- A Sikh applicant for a senior post is turned down because it is feared he will not "fit in" with an existing (all white) team.
- A blind person is turned down for a job because of a mistaken assumption that blind people are unable to use computers.

Indirect discrimination occurs where an apparently neutral requirement is applied which is more difficult for members of certain groups to meet and which cannot be justified on objective grounds. Examples of this would be:

- A policy that no members of the workforce can work part-time could constitute indirect discrimination as proportionately more women than men work part-time in order to meet caring responsibilities. It may not be justified if the employer's business needs can still be met by more flexible working arrangements.
- A requirement for GCSE English as a selection criterion. This requirement would be harder for people who have been educated overseas to meet and may not be justified if all that is really needed is the ability to demonstrate a reasonable level of literacy.

Disability discrimination can also occur where a person is unjustifiably disadvantaged because of something arising in consequence of his or her disability. It also occurs where an employer fails to make a reasonable adjustment to accommodate the needs of a disabled person. It is important to realise that it is not only people who are visibly disabled who fall within the definition of people who are disabled. The definition extends to anyone who has a serious physical or mental impairment which has lasted a long time and has a significant impact in their ability to perform normal daily activities. Examples of this would be:

- A requirement for a member of staff to hold a driving licence for a job which involves little travelling.
- Failure to recruit someone with hearing difficulties for a job which requires spoken communication without first considering whether suitable adjustments can be made to working arrangements.

Victimisation occurs when a person is subjected to a detriment because he or she has taken or intends to take action to assert the rights conferred by equality legislation or because he or she has assisted someone else with their complaint (for example by providing evidence), or is believed to have done any of these things.

Harassment occurs when a person is subjected to unwanted conduct (whether physical, verbal or non-verbal) related to a protected characteristic which has the purpose or effect of violating that person's dignity. See the Firm's Harassment Policy for more details.

## Training, development, promotion and conditions of service

Any development needs will be identified as part of performance review and triannual catch-up meetings. All staff will be given appropriate access to development activities to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

The composition and movement of staff at different levels will be regularly monitored to ensure equality of opportunity at all levels of the organisation. Where appropriate, steps will be taken to identify and remove unnecessary or unjustifiable barriers and to provide appropriate facilities and conditions of service to meet the needs of disadvantaged or underrepresented groups.

Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all staff who should have access to them and that there are no unlawful obstacles to accessing them.

## Termination of employment

We will monitor redundancy criteria and procedures to ensure that they are fair and objective and are not directly or indirectly discriminatory.

We will also ensure that the disciplinary procedures are carried out fairly and uniformly for all staff, whether they result in the giving of disciplinary warnings, dismissal or other disciplinary action.

## Communication

The Firm is committed to a programme of action to make this policy effective and will bring it to the attention of all staff. All staff will be able to access this policy on the intranet and new joiners to the Firm will be trained on this policy as part of their induction. All candidates applying for a position with the Firm will be advised that the Firm is an equal opportunities employer.

This policy is also made available to clients and suppliers on the Firm's website.

To supplement this policy the Firm has a Harassment Policy which can be found on the intranet.

# MILLS & REEVE

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Further guidance on the standards expected of staff with regard to e-mail communications is contained in the Firm's Email Policy and Guidance ISMS which can be found on the intranet.

## Recruitment and selection

The Firm's policy is to advertise all vacancies internally and where external recruitment is authorised, we will concurrently advertise externally. In order to attract applications for external vacancies from the wider community the Firm will use a range of different recruitment methods. Recruitment methods may include, but are not limited to, advertising in the local and/or national press, advertising on internet job boards, use of recruitment agencies, advertising in industry specialist publications/websites and Jobcentre Plus.

The Firm will ensure:

- all external vacancies are advertised on the Mills & Reeve website;
- this policy is communicated to recruitment agencies responsible for the Firm's recruitment;
- all internal and external advertisements state the Firm is an equal opportunities employer;
- selection tests are applied consistently to all candidates for the same role, and are essential to the role and will not lead to either direct or indirect discrimination;
- ensure all recruitment and promotion decisions are based on a full assessment of the capability of the applicant against the objective selection criteria;
- this policy is made available and communicated to all applicants for employment.

Those partners and staff that are involved in the Recruitment and Selection processes should refer to the HR team and/or guidance available on the intranet.

## Monitoring

This policy will be reviewed annually to assess the effectiveness of the implementation of it and updated to reflect any changes in the law, demographics and the Firm's business requirements. The results of this monitoring will be reviewed regularly and will be considered by the Board every twelve months.

Equal opportunities monitoring will take place for each person who applies for a position at the firm and records will be kept and reviewed in relation to the information obtained.

Diversity statistics will be monitored by the Firm and appropriate action will be agreed and implemented when a particular group is identified as being under represented.

## Enforcement

All staff have a duty to act in accordance with this policy and implement the Firm's core value of 'respect for each other', and therefore to treat colleagues with dignity and respect at all times. The Firm regards direct or indirect discrimination, disability discrimination, victimisation and harassment as a serious matter. Members of staff who fail to comply with this policy will be subject to the Firm's Disciplinary Procedure which provides examples of offences which will normally be regarded by the Firm as acts of gross misconduct.

## Complaints procedure

Should you feel that you are being treated unfairly, you should raise a grievance through the Firm's grievance procedure. If you feel it is inappropriate to approach your team leader or line manager, you may approach a partner or the human resources department. In cases of harassment the procedures set out in the Firm's Harassment Policy should be used.

# appendix 4

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Staff profiles/CVs

Question reference: Part B, Page 20

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## Contracts and commercial, Client Partner



Kevin Calder

**Partner**

T: 01223 222208

kevin.calder@mills-reeve.com

PQE: 18 years

Specialism: Commercial

### Experience:

Kevin is a commercial and procurement lawyer, recognised in legal directories as a leading individual in relation to both IT and public procurement. Kevin has worked on major outsourcing and procurement projects for a range of clients including central Government departments, national bodies and industry regulators.

Kevin is head of the firm's Technology Sector and is a committee member of TechUK, the IT industry organisation, and speaks regularly on contractual and procurement issues, and has been involved in a number of webinars.

- Advising the Department of Health on the renegotiation and restructuring of its outsourcing arrangements with DHL for procurement and logistics services through NHS Supply Chain - one of the largest logistics and outsourcing contracts within the UK with a multi-billion spend per annum;
- Advising the Financial Conduct Authority for over 10 years on a variety of procurement and contracting issues, including the renegotiation of arrangements with its main outsourced IT supplier Fujitsu, and procuring specialist software solutions for e-discovery.
- Advising the Department of Work and Pensions on the renegotiation of a major outsourcing programme in order to deliver increased efficiency and cost savings as part of delivery of a key policy aim;
- Advising the Environment Agency in connection with the development of its strategy for procuring a solution to replace existing individual managed IT services contracts of the EA and the Department for Environment, Food & Rural Affairs;
- Advising the British Council on a major IT procurement for a teaching centre management system to be cloud based but locally implemented at over 100 international centres; and
- Advising the Institution of Engineering and Technology on the procurement of a new customer relationship management system and associated development work.

### Outputs for the GDC:

Kevin is client relationship partner for the GDC and also our proposed contractual / commercial lead.

As your client relationship partner, Kevin would be responsible for the overall service delivery to GDC by Mills & Reeve. Kevin would agree with you and then implement arrangements for the management of the legal services contract with GDC, to include reporting on performance; addressing any issues that arise; and provision of up to date financial management information. Kevin would attend regular relationship review meetings with GDC to seek feedback on the input we have provided.

Kevin would be the first contact point for any contractual or commercial input required, and would involve other more junior members of our proposed contractual / commercial team as needed.

## Employee relations, Lead Partner



Stuart Craig

Partner

T: 01223 222280

stuart.craig@mills-reeve.com

PQE: 21 years

Specialism: Employment

### Experience

Stuart has a proven track record in advising large employers, including numerous publicly funded organisations, in respect of issues across the whole employment law spectrum, from recruitment to dismissal and in respect of numerous equality and diversity issues. Stuart has 20 years' experience as an employment lawyer and during this time has advised on all manner of complex equality and matters ranging from strategic advice on policies, procedures and contractual issues to employment tribunal claims. Stuart has acted for employers in a number of leading reported cases, including cases heard in the Court of Appeal, the Employment Appeal Tribunal and the High Court.

Stuart's recent experience includes:-

- Advising a Non-Departmental Public Body on two large scale reorganisations in which over 150 employees left the employment of the organisation, which advice included advice on the operation of the body's Organisational Change Policy; statutory and contractual redundancy entitlements; the design, implementation and operation of voluntary redundancy schemes; drafting FAQs for affected employees; and drafting and advising on Settlement Agreements around voluntary redundancies.
- Advising the Board of an independent regulator on contentious employment issues arising from its implementation of reorganisation and redundancy exercise.
- Advising an NHS Foundation Trust on the employment law issues arising from its acquisition of an NHS Trust which affected a total of more than 5,000 employees, including advising on TUPE; collective redundancy consultation; individual redundancies, statutory and contractual redundancy entitlements and the implementation of organisational change plans.
- Advising a Non-Departmental Public Body on the closure of premises and operations in Nottingham and the relocation of those operations to Leicester, including advice on the operation of contractual mobility clauses and statutory and contractual redundancy entitlements;
- Advising an NHS Foundation Trust on the relocation of its site affecting over 1,900 staff, including advising on redundancy implications, contractual mobility clauses, statutory and contractual redundancy entitlements.
- Advising a University on a large scale redundancy and reorganisation exercise, including drafting the consultation documents, advising on a bespoke voluntary redundancy scheme and its implementation. and employee consultation.
- Advising numerous employers in relation to the employment law implications of decisions arising from regulatory bodies, including acting for an NHS Foundation Trust in urgent High Court proceedings in respect of the consequences of an employee's suspension from the medical register.
- Advising on the collective information and consultation requirements in the context of organisational change.

### Outputs for the GDC:

Stuart will be the partner with ultimate responsibility for the employee relations work carried out on your behalf. He will adopt a practical, strategic and collaborative approach to ensure that your aims and objectives are achieved and is described in Chambers & Partners 2017 as a "very practical, down-to-earth person" with a "knack of understanding how cases should play out." Stuart has substantial experience of managing teams to ensure that advice required is consistently by delivered in a timely, efficient and pragmatic manner.

## Estates strategy, Lead Partner



Nick Finlayson-Brown

**Partner**

T: 01223 222278

[nick.finlayson-brown@mills-reeve.com](mailto:nick.finlayson-brown@mills-reeve.com)

PQE: 24 years

Specialism: Real Estate

### Experience

Nick is a partner in our real estate team. He has over 20 years of experience acting as relationship partner for a number of the firm's key clients in the public, private and charity sectors. Working nationally, Nick runs a team which covers the full breadth real estate work ranging from complex high end portfolio management work for investment funds, charities with large and diverse estates and complex and high value development work for both land owners and developers. He has acted for a number of public sector bodies and charities in connection with the relocation of their head and back-office operations. Nick also heads the firms' China Desk.

- Advising Nesta on its relocation from 1 Plough Place (surrender of its lease) to a new development at 58 Victoria Embankment for £68m including a complex development agreement and pre-let arrangement and subsequent sub-letting advice and fit-out construction advice. This followed a period of circa 12 months helping Nesta to decide which property best suited its needs and requirements;
- Acting for online retailer Boden in connection with its property related work (head office and warehousing) including the relocation of its back office and warehousing function in Leicester from two dated warehouses to a forwarded-funded pre-let of a purpose-built facility also in Leicester;
- Advising the British Library in connection with its property portfolio management for over 20 years including the relocation of the National Newspaper Archive from Colindale in north London to Boston Spa, North Yorkshire including the sale of Colindale to a national developer with complex overage arrangements and the construction aspects to create a new facility at Boston Spa;
- Advising the London Borough of Southwark on the acquisition of their new back office headquarters at Tooley Street (300.000 sq ft) involving the negotiation of a pre-let agreement, lease and amendments to pre-existing funding and development agreements entered into by UBS as landlord;
- Advising the London Borough of Newham on the relocation of its back-office staff from the Town Hall, Newham to the iconic Building 1000, Royal Albert Dock (opposite City Airport) for £72m This purchase (from Standard Life) included detailed advice on construction, procurement and fit-out for Building 1000 – a newly constructed office building.

### Outputs for the GDC:

Nick will be the partner with ultimate responsibility for the real estate aspects of the relocation. He has worked on many other relocation projects for clients with our other real estate team members – in particular Sam Lansdell and more recently (since her qualification in September 2017) Elle Outram. Nick understands the importance of ensuring that the practical and logistical considerations to achieve your relocation are just as important as the legal imperatives. Nick is always available, is "hands-on" and will work closely with you and other team members at Mills & Reeve to ensure the smooth delivery of your project.

## Employee relations



Martin Brewer

**Consultant**

T: 0121 456 8357

[martin.brewer@mills-reeve.com](mailto:martin.brewer@mills-reeve.com)

PQE: 26 years

Specialism: Employment

### Experience

Martin acts for clients both in the health sector and for the firm's commercial clients. He sits as a judge in both the Employment tribunal and the Immigration and Asylum tribunal. Martin is a regular advocate in Employment tribunals. He advises major clients on significant and complex issues.

Martin has advised a number of NHS bodies in respect of mergers, in relation to the termination of employment of doctors, in respect of TUPE transfers of services and in relation to the employment aspects of procurement generally. Martin advises clients on union issues including industrial action, recognition and collective agreement issues, information and consultation obligations. Martin is a published author on employment law and has contributed to publications on working time, redundancy and discrimination law. Most recently Martin has been:

- o advising on the merger of three CCGs;
- o advising on the merger of two large acute Trusts;
- o advising a number of clients on employment tribunal claims for unfair dismissal, disability discrimination sex and race discrimination;
- o advising on dismissals of consultant doctors and senior executives.

### Outputs for the GDC:

Martin has a great deal of experience advising in-house lawyers both in the public and private sectors. For example, at present he advises University Hospitals Birmingham NHS FT on all aspects of employment law vis their in-house legal team. Martin is also regularly instructed by the in-house legal team at NHS England amongst others. As well as advising a large number of clients in the health sector, Martin also advises bodies carrying out regulated activities in other sectors. For example, Martin advises the Legal Ombudsman and has acted for the Law Society, including advising them on the employment implications of their major relocation to central Birmingham.

## Employee relations



Surbhi Shah

**Principal Associate**

T: 01223 222250

surbhi.shah@mills-reeve.com

PQE:19 years

Specialism: Employment

### Experience

Surbhi has extensive experience of representing employers in the public sector. She specialises in providing employment advice to a variety of health sector organisations including Health Education England, NHS Trusts, Clinical Commissioning Groups and Ambulance Trusts. She advises on a broad range of both contentious and non-contentious employment matters, with particular emphasis on complex areas such as discrimination, equal pay, TUPE, reorganisations; drafting senior executive contracts, negotiating severance packages and advising on internal employee disputes.

Surbhi has undertaken secondments with both the East of England Deanery and a large acute Foundation Trust.

Surbhi's experience includes:

- Advising on complex disability discrimination/whistleblowing claims;
- Undertaking own advocacy at Preliminary Hearings and Full Merits Hearings;
- Advising on the settlement of claims including obtaining Treasury approval;
- Advising an NHS Trust in relation to the operation of a contractual mobility clause in the context of a team relocation, and advising on resolution of a dispute arising out of the relocation;
- Advising on collective information and consultation requirements in the context of organisational change;
- Advising on collective redundancies including identification of the selection pool, selection criteria, suitable alternative employment and entitlements to redundancy payments;
- Advising on organisational change including review of consultation papers, drafting correspondence to staff and advising on disputes and claims arising out of organisational change;
- Advising on Data Subject Access Requests and Freedom of Information Requests, and on responses to enquiries by the Information Commissioner;
- Providing bespoke training on employment law and best practice.

### Outputs for the GDC:

As a Principal Associate, Surbhi has advised in relation to relocation, retention and redundancy processes and packages, and advice on relocation consultation. Surbhi is currently advising a well-known NHS Foundation Trust on the relocation of its staff to a new site. Surbhi will supervise more junior team members in advising on disputes arising from the relocation exercise and advising on employee disputes generally.

## Employee relations



Emma Pattenden

**Principal Associate**

T: 01223 222314

emma.pattenden@mills-reeve.com

PQE: 11 years

Specialism: Employment

### Experience

Emma is experienced in assisting on a wide range of contentious and non-contentious employment matters, including drafting and reviewing terms and conditions of employment, advising on redundancies and TUPE, advising on internal disciplinary and grievance proceedings, negotiating and drafting settlement agreements, and dealing with queries on a broad range of employment issues including family friendly rights and requests for flexible working. Emma has extensive experience of dealing with Employment Tribunal litigation including at Employment Appeal Tribunal. Emma's experience includes:

- Advising a statutory body in relation to a complex disability discrimination claim, and resolving the claim in a way which limited any negative publicity;
- Reviewing the full suite of employment policies and procedures for a statutory body, in particular with regard to its equality duties;
- Advising in relation to the employment implications of decisions of medical regulators (Medical Practitioners Tribunal Service/General Medical Council), including immediate suspension from the medical register and withdrawal of licence to practise;
- Advising a Dental Community Interest Company in relation to redundancy and redeployment and settlement of associated claims;
- Advising an NHS Trust in relation to the operation of a contractual mobility clause in the context of a team relocation, and advising on resolution of a dispute arising out of the relocation;
- Advising on collective information and consultation requirements in the context of organisational change;
- Advising on collective redundancies including identification of the selection pool, selection criteria, suitable alternative employment and entitlements to redundancy payments;
- Advising on organisational change including review of consultation papers, drafting correspondence to staff and advising on disputes and claims arising out of organisational change;
- Advising on Data Subject Access Requests and Freedom of Information Requests, and on responses to enquiries by the Information Commissioner;
- Providing bespoke training on employment law and best practice, including for a statutory body.

### Outputs for the GDC:

As a Principal Associate, Emma would lead on advice in relation to relocation, retention and redundancy processes and packages, and advice on relocation consultation. Emma would supervise more junior team members in advising on disputes arising from the relocation exercise and advising on employee disputes generally.

## Employee relations



Rebecca Pallot

**Principal Associate**

T: 0113 388 8265

rebecca.pallot@mills-reeve.com

PQE: 12 years

Specialism: Employment

### Experience

Rebecca is an employment law solicitor specialising in the healthcare sector. She has significant experience of advising large employers in respect of the full range of contentious and non-contentious employment law matters including organisational restructures, TUPE issues and the spectrum of employee relations issues. Rebecca also works for commercial sector clients on the processes surrounding the merger and acquisition of businesses.

Rebecca's recent experience includes:

- Advising on all of the employment aspects associated with the TUPE transfer of approximately 2000 staff from one health organisation to another.
- Advising on a claim relating to the protection under the Equality Act which is afforded to employees being transferred under TUPE. Both the secretary of state and the Equality and Human Rights Commission were joined into proceedings which were referred to the European Courts.
- Advising on a senior management restructure including advice in relation to collective and individual redundancy consultation, redundancy selection criteria and the disputes which arose as a result of the restructure

Rebecca often works with senior staff and officers of clients on overall legal service management matters and frequently delivers training.

### Outputs for the GDC:

Rebecca specialises in advising on employee relations issues and defending Tribunal claims when those issues develop into a claim.

Rebecca is experienced in dealing with extremely complex grievances and disciplinary issues – particularly where they involve an overlap of internal procedures. She also has a proven track record in negotiating senior terminations and settlement packages which are advantageous to her clients.

## Employee relations



Amy O'Brien

**Senior Associate**

T: 01223 222345

amy.obrien@mills-reeve.com

PQE: 4 years

Specialism: Employment

### Experience

Amy advises a range of public sector clients on a wide variety of employment matters. Amy works in partnership with her clients to provide advice and support on relocation and redundancy issues, disciplinary and grievance issues, family friendly rights and equality issues. Amy also drafts Settlement Agreements, policies and procedures and contracts of employment.

- Assisting with advice to a large NHS Ambulance Trust in relation to the relocation of its supply stores, which required a permanent change to an entire team's place of work, including advising in relation to an objection raised by one particular employee and a dispute which ended in a Settlement Agreement;
- Assisting with advice to an NHS organisation in relation to a national redundancy project they were carrying out, including advising in relation to a large number of Settlement Agreements;
- Drafting template Settlement Agreements for a public sector body and providing advice in connection with a voluntary severance scheme;
- Advising an NHS Trust on managing employee absence and complex disciplinary and grievance issues;
- Defending Employment Tribunal claims brought against various NHS Trusts, including claims for redundancy, whistleblowing and disability discrimination;
- Assisting to defend a large number of group holiday pay claims brought against a large NHS Ambulance Trust based on national NHS terms and conditions of employment; and
- Obtaining a strike out order on behalf of an NHS Trust in a claim for unfair dismissal, disability discrimination and whistleblowing, based on the Claimant's conduct of the proceedings.

### Outputs for the GDC:

Amy's role will be to support more senior members of the Mills & Reeve Team to provide outstanding client service and high quality advice to the GDC in relation to the relocation, in a timely and proactive manner. Amy has spent the last four years advising large HR teams within public sector bodies, particularly NHS bodies, on employment matters and always ensures that her advice reflects the regulated environment in which such public bodies operate.

## Employee relations



Leanne Else

**Senior Associate**

T: 0121 456 8441

leanne.else@mills-reeve.com

PQE: 9 years

Specialism: Employment

### Experience

Leanne specialises in the fast paced and ever changing area of employment law, assisting employers to deal with all legal aspects of managing their workforce. She has experience in conducting litigation in respect of unfair and constructive unfair dismissal, discrimination and whistle blowing claims. Her recent work includes: preparing to defend complex Tribunal claims involving allegations of discrimination, unfair dismissal, whistle blowing, unlawful deductions of wages and TUPE related redundancies; advising on redundancy processes; reviewing and drafting contracts of employment and staff policies and procedures; negotiating settlement of litigation both directly and via ACAS; and advising on Settlement Agreements for departing employees.

- Providing advice to large public sector organisations on how best to manage their workforce and advising on long-term sickness absence and performance-related issues;
- Defending claims brought by “workers” by successfully arguing that they were not employed by the Respondent, rather they were akin to agency workers;
- Advising on and negotiating a Settlement Agreement for a departing Chief Executive on behalf of a Company.

### Outputs for the GDC:

Leanne has significant experience of supervising more junior colleagues and would do so within your proposed client team should we be appointed. This will ensure that all work can be done by the right level of lawyer to ensure efficiency, whilst quality is maintained through appropriate supervision.

## Employee relations



Katie Sloan

**Associate**

T: 01223 222521

katie.sloan@mills-reeve.com

PQE: 1

Specialism: Employment

### Experience

Katie works primarily for health sector clients on a wide range of Employment matters.

- Managing various Employment Tribunal claims for several NHS Trusts, including all stages of the Employment Tribunal process e.g. drafting the Response, drafting applications to the Employment Tribunal, disclosure, and witness statements;
- Drafting and negotiating Settlement Agreements for several NHS Trusts;
- Reviewing documents prior to response to requests made under Data Protection Act and Freedom of Information Act; and
- Managing a large volume of documentation to assist with defending a group holiday pay claim brought against a large Ambulance Trust.

### Outputs for the GDC:

Katie has experience of dealing with employee disputes as well as non-contentious advice. This includes Employment Tribunal claims, for instance unfair and constructive dismissal and discrimination claims. She also assists the team in advising clients on employment law queries and helping with non-contentious work such as data protection and freedom of information requests.

## Employee relations



Becky Honess

**Chartered Legal Executive**

T: 0121 456 8408

becky.honess@mills-reeve.com

PQE: 10 years as a paralegal, 1 as a CLE

Specialism: Employment

### Experience

Becky is extremely experienced in assisting with all aspects of efficiently handling Employment Tribunal claims. This includes collating and reviewing documents, drafting pleadings, preparing bundles, obtaining and drafting witness statements and attending Tribunal hearings. Becky has worked on a range of cases including unfair dismissal, discrimination, whistleblowing claims, and is also experienced in handling claims issued in the Civil Courts regarding employment matters.

Becky also advises clients with ad-hoc queries regarding employment matters and supports clients managing employees through various processes, for example disciplinary proceedings or redeployment.

- Assisting with Data Protection Act and Freedom of Information request;
- Drafting grounds of resistance and witness statements as part of Tribunal litigation;
- Providing advice to clients by telephone and email regarding a number of matters including ad-hoc queries and advising regarding the Employment Tribunal process;

### Outputs for the GDC:

Before specialising in employment Law, Becky worked in regulatory law. In that role Becky regularly worked with the GDC, and other regulatory bodies, advising on regulatory issues. Becky was involved in all aspects of preparing cases for consideration by health professional bodies, including attending hearings. She can use her experience of working with GDC and other in-house legal teams, as well as in advising on employment matters arising from a relocation, to share best practice with GDC.

## Employee relations (Pensions)



Clare Grice

**Partner**

**Contact Details:**

T: 0121 456 8336

E: clare.grice@mills-reeve.com

PQE: 16 years

Specialism: Employment (Pensions)

### About

Clare heads up the pensions practice at Mills & Reeve and advises on all aspects of occupational pension scheme matters. Clare has experience in advising a wide range of clients, including trustee boards of various size occupational defined benefit and/or defined contribution pensions schemes as well as employers across many sectors. Clare has a particular interest in advising employers in relation to occupational pension provision in the charity and not for profit sectors.

Given the increasing cost and financial risk associated with defined benefit pension provision, Clare's more recent focus has been on liability management projects.

### Relevant experience:

- Advising a large charity on a complex pension benefit design project;
- Advising employers on strategies for reducing the significant costs relating to pension provision as well as strategies in relation to managing exposure to the escalating costs in respect of particular schemes;
- Advising a number of charity and not for profit clients on their obligations in respect of occupational pension provision, including their obligations under automatic enrolment (particularly with regards to the eligibility of employees to be automatically enrolled into a qualifying workplace pension scheme);
- Advising a number of employers on the closure of their defined benefit schemes to future accrual; and undertaking the role of project manager in relation to a number of these projects;
- Drafting pension scheme documentation;
- Advising on liability reduction exercises, such pension increase exchange, enhanced transfer value exercises and flexible retirement options;
- Advising on pensioner buy-in exercises (including medically underwritten buy-ins).

### Outputs for the GDC:

Clare will lead on any pensions support to the GDC.

## Employee relations (Immigration)



Alex Russell

**Principal Associate**

T: 01603 693469

alex.russell@mills-reeve.com

PQE: 12 years

Specialism: Employment (Immigration)

### Experience

Alex leads our immigration team and advises employers on a wide variety of immigration matters. Alex focuses on devising solutions for the recruitment and retention of international staff and their dependants. He has considerable experience in assisting with many different types of visa applications and works closely with organisations to help them manage their compliance obligations in what is a dynamic area of law. He has conducted immigration audits, drafts policies and procedures, and delivers training on immigration matters. Alex's combined experience as an employment and immigration lawyer means that he is able to advise on all aspects of engaging migrant staff.

- Advising multiple organisations on the immigration implications of Brexit, including conducting EEA staff briefing sessions and workshops.
- Supporting EEA nationals in relation to permanent residence and naturalisation applications.
- Conducting immigration audits for in preparation for UKVI compliance audits.
- Delivering immigration training on sponsor and other immigration compliance obligations.
- Assisting with multiple recruitment exercises under Tier 2 (General), including in relation to the conduct of the resident labour marker test, selection and appointment, and record-keeping.
- Advising on a Tier 2 (General) change of employment application for a senior member of staff, including liaising with the UKVI policy team.
- Drafting immigration policies and procedures.
- Advising on how to terminate the employment of individuals who do not have the appropriate permission to work in the UK and related compliance obligations.
- Advising on the appropriate use of short-term immigration categories including the Visitor (standard) category.
- Advising employers on how to deal with sponsored migrants in redundancy scenarios involving changes to roles and SOC Codes, including managing the interplay between the immigration rules and employment law.
- Advising on the use of the Tier 1 (Exceptional Talent) category in relation to the recruitment of highly skilled individuals.
- Drafting the terms and conditions of employment

### Outputs for the GDC:

Alex will lead our provision of immigration support to ensure GDC is able to recruit the international staff it requires in a timely manner consistent and in accordance with the Immigration Rules and related guidance.

## Estates strategy



Sam Lansdell

**Senior Associate**

T: 01223 222373

sam.lansdell@mills-reeve.com

PQE: 12 years

Specialism: Real Estate

### Experience

Sam is a senior associate in the real estate team advising clients on all aspects of non-contentious commercial real estate work. Sam has represented property developers, investment funds, NHS trusts, charities, local authorities, educational institutions, national cultural institutions, and a range of occupiers of commercial property. His work includes development work and occupational and investment advice, such as landlord and tenant matters, acquisitions and disposals.

- Acting for Nesta on the acquisition of a new head office at Victoria Embankment, in particular reporting on the terms of the headlease from the City of London (which were complex) and negotiating with the City proposed variations to the headlease to allow Nesta to use the building for a wider range of uses than otherwise permitted. The project involved working closely with Nesta's in house legal team and its tax and charity law advisors. Also advising Nesta on structuring the future occupation of third parties in the building and dealing with the sub-lettings of floors not required by Nesta for its own business. Also advising Nesta in connection with its exit from its previous rented offices;
- Acting for Papworth Hospital NHS Foundation Trust on the acquisition of a site within the Cambridge Biomedical Campus for the complete relocation of Papworth hospital. This included an option agreement requiring the developer to construct estate roads and services to provide a fully serviced site in time for the commissioning of the new hospital facilities. The negotiations included a range of complex documents, including agreements dealing with the future estate management regime for the campus;
- Acting for St Edmundsbury Borough Council in connection with agreements relating to the funding and delivery of development land. The need to accommodate the Council's public law obligations was a decisive influence on the advice provided and the terms of the agreements;
- Advising landlords and tenants on the grant of new leases of offices, retail and restaurant premises, warehouses and research laboratories, and dealing with agreements for lease (in connection with redevelopment and refurbishment) and all kinds of leasehold management work, including licences for fitting out;
- Advising investors and owner-occupiers in the acquisition and sale of commercial, residential and mixed use property, both freehold and leasehold and both tenanted and with vacant possession;
- Acting for an independent charitable hospital with a religious affiliation in connection with real estate matters arising from the use of the hospital site as security for funding to invest in new hospital facilities. This included a transfer of land from a charitable trust supporting the hospital and variations to leases of part of the site to allow the financing to proceed.

### Outputs for the GDC:

Sam's role would be to assist in the drafting and negotiation of real estate contracts, leases and other documents to achieve GDC's objectives. Sam is also experienced in reviewing and reporting upon title matters affecting land and conveyancing searches to ensure that GDC understands any restrictions which may affect the site to be acquired.



Elle Outram

**Associate**

T: 01223 222471

elle.outram@mills-reeve.com

PQE: Newly Qualified

Specialism: Real Estate

### Experience

Elle qualified into our real estate team in September 2017, having spent 20 months of her two-year training contract in property-related teams, gaining experience in commercial real estate, government-sponsored projects and public-private partnerships, agribusiness and real estate disputes. She advises a broad spectrum of clients from institutional investors, pension funds and national developers to non-departmental public bodies and larger charities on a wide range of projects across the real estate sector.

- Advising clients on general portfolio management in relation to freehold and leasehold property. Elle has experience in dealing with issues arising across the whole lifespan of leases, from drafting new leases, renewals and reversionary leases to negotiating licence agreements and dealing with termination, whether through exercise of break rights or surrender;
- Reporting on title matters for potential development sites, considering possible restrictions on use of the land and assisting in finding solutions to overcome such constraints;
- Advising on sales and acquisitions of property in the context of investment, development and owner-occupier transactions. Though the core legal issues are dealt with uniformly, Elle appreciates that transactions with varying purposes require different commercial approaches and works closely with her clients to achieve their individual objectives for each deal;
- Supporting our corporate lawyers in relation to the real estate aspects of sales and acquisitions of companies, often within a short timeframe. Purchase work involves carrying out due diligence, reporting on the acquisition of both vacant and let property and dealing with any problems which are discovered. Elle's role in sale work, in particular, is principally to assist with the drafting of warranties relating to the real estate assets;
- Advising NHS Property Services Limited in respect of asset transfer agreements during a seat with Mills & Reeve's projects team; and
- Advising a large retail company on vacating a warehouse site, including putting in place short-term leases and serving break notices.

### Outputs for the GDC:

In the context of a relocation project for GDC, Elle's primary role would be to assist in managing the due diligence process, including reporting on title, and to provide general support to her colleagues in negotiating the transaction documents for the transition to the new site.

## Estates strategy (construction)



Alexandra Pike

**Principal Associate**

T: 01223 222513

alexandra.pike@mills-reeve.com

PQE: 10 years

Specialism: Real Estate (Construction)

### Experience

Alexandra is a solicitor specialising in construction matters throughout the lifecycle of a project. Alexandra provides support in the initial set up of your project, providing contracts and strategy advice, into the construction phase managing issues as they arise and, if necessary, advising on and resolving disputes. Alexandra's work includes the drafting and negotiation of building contracts, consultant appointments, deeds of novation, collateral warranties and other construction documents. Her experience includes:

- Advising a charities client regarding the construction aspects of its corporate relocation to a £50m new-build high tech office in Victoria including:
  - preparing and negotiating the construction contracts for the fit out;
  - due diligence on the building contract, appointments and warranties for the new building;
  - the drafting and negotiation of a series of bespoke consultant appointments and a Schedule of Amendments to the JCT Design and Build Contract 2011;
  - giving tactical advice on the level of risk that the private sector was prepared to take in the current market and drafting amendments to suit; and
  - advising on its construction obligations to its landlord under the Agreement for Lease.
- Advising an NHS Trust on the consolidation of its staff into a new-build development. This included complex negotiations because of the third party public sector parties also taking space in the new development.
- Drafting and negotiating documents for a public client relocating its services to a new let building and undertaking a refurbishment. Including drafting consultant appointments and the building contract, and dealing with collateral warranties. Providing strategic advice on how best to manage key handover dates against the uncertain construction timescales.
- Advising an NHS Trust on managing a dispute with its Facilities Management contractor for failure to meet key service criteria under a Project Agreement.
- Advising a public client regarding its NEC3 Engineering and Construction Contract Option B and bespoke amendments. Including managing the dissemination of information within the client and externally. Assisting the client with media also dealing with statements to the press.

### Outputs for the GDC:

Alexandra will use her experience as set out above to assist GDC with any construction requirements in GDC's relocation from London to Birmingham. Alexandra can also advise on any construction aspects of the lease or agreements to lease.

## Estates strategy (planning)



Saskia Molekamp

**Senior Associate**

T: 01223 222316

saskia.molekamp@mills-reeve.com

PQE: 4 years

Specialism: Real Estate (Planning)

### Experience

Saskia is a specialist in planning law and her work involves a wide range of planning matters including drafting and negotiating s106 agreements and highways agreements, reviewing the planning law status of sites being acquired or sold and advising on various technical planning law queries including CIL liability, highways law and permitted development rights.

- Assisting with the planning law aspects of the relocation of Nesta Trust to a new development at 58 Victoria Embankment.
- Assisting with advice to Cambridge University Hospitals NHS Foundation Trust on the planning history of the Addenbrookes' campus in relation to the redevelopment of the site;
- Advising a charity on the permitted uses within its building of occupation;
- Advising a number of NHS Trusts and universities on s.106 agreements required for the redevelopment of parts of their estates for housing;
- Advising Trinity College, Cambridge on s.106 agreements required for land being promoted for development by Trinity;
- Advising St John's College, Cambridge on a s.106 agreement required for the development of a new building at St John's Innovation Park, Cambridge.

### Outputs for the GDC:

Saskia's role will be to assist with the planning law aspects for the intended relocation to new premises, which may include undertaking due diligence, advising on the planning aspects of the lease or agreement for lease, and advising on any new planning permissions required and associated statutory agreements. Saskia can also advise on planning law issues arising in relation to GDC's occupation of its current premises.

## Estates Strategy (disputes)



Henry Mahalski

**Senior Associate**

T: 0121 456 8443

henry.mahalski@mills-reeve.com

PQE: 5 years

Specialism: Real Estate (Disputes)

### Experience

Henry has experience in a broad spectrum of litigious property matters, with a focus on advising investors, developers and corporate occupiers on landlord and tenant disputes, often working closely with the transactional colleagues to help deliver commercial, pragmatic and clear advice to support client's objectives .

- Acting for corporate tenants in respect of a broad range of leasehold management issues including in respect of dilapidation liability, rights under the Landlord and Tenant Act 1954, break notices and service charge issues;
- Advising developers and further education institutions regarding the release of rights of lights over adjacent property in London including use of the "emergency" temporary light obstruction notice procedure to stop rights arising and other title issues;
- Advising in respect of break options including advising in respect of disputed break options and the preparation of proceedings to successfully defend a disputed break notice to avoid a further 5 year rent liability;

### Outputs for the GDC:

Henry will be able to advise GDC in relation to any potential or actual dispute that arises, either as a result of the relocation or more generally. He has been providing substantial advice provided in respect of the location of Papworth Hospital to new Cambridge site, including dilapidation advice, determination of various tenancies and a dispute in respect of historic rights of pre-emption, and will be able to apply this experience to GDC.

## Contracts and commercial



Ruth Smith

**National Head Of Procurement Law**

T: 01223 222585

ruth.smith@mills-reeve.com

PQE: 19 years

Specialism: Commercial

### Experience

Ruth is our National Head of Procurement Law and leads the public procurement practice. She advises public and private sector clients on successful procurement under the UK Regulations and EU Directives and has significant experience of working on complex, major projects and initiatives in sectors including health, Government, education, technology and real estate sectors. Ruth also has an active contentious practice, including both defending and bringing challenges, helping her to identify risks early and advise on successful mitigation strategies to address these before they arise. To complement this, Ruth also advises on State aid compliance including projects accessing both UK and EU funding.

- Advising the Department of Health on the procurement aspects of their Future Operating Model for NHS procurement and logistics nationally (the successor to NHS Supply Chain);
- Advising the Financial Conduct Authority on the procurement of a number of strategic IT projects;
- Advising a number of NHS Trusts in connection with the procurement of their Electronic Patient Record (EpR) IT systems (including Cambridge University Hospital NHS Foundation Trust, Great Ormond Street Hospital and University College London Hospitals);
- Advising SW London and S t Georges Mental Health NHS Trust on the competitive dialogue procurement of their EMP project to regenerate the estate and facilities across their Springfield and Tolworth sites.

### Outputs for the GDC:

Ruth's role will be to support and advise the GDC advise on any public procurement issues or processes associated with the management of the GDC's estate and on those associated with any ad hoc, complex contractual or commercial matters where the GDC's in-house team requires our input.

## Contracts and commercial



Sophie Burton-Jones

**Principal Associate**

T: 01223 222497

sophie.burton-jones@mills-reeve.com

PQE: 7 years

Specialism: Commercial

### Experience

Sophie specialises in commercial, technology and data protection advice, working regularly with both public sector organisations and suppliers in the health sector. She provides support on a range of matters including outsourcing procurements, licensing and commercial contracts.

- Assisting on over 25 major NHS projects and procurements for managed service providers and business critical systems, such as electronic patient records, including for Cambridgeshire & Peterborough NHS Foundation Trust (Addenbrookes), University Hospitals of Leicester NHS Trust and University College London Hospitals NHS Foundation Trust.
- Working closely with NHS Blood and Transplant's procurement and project teams on its critical re-procurement of a Nucleic Acid Amplification Technology Testing service for England, including drafting the procurement documentation and clarifications, attending project team meetings and providing general advice on the strategy and process.
- Advising the Security Industry Authority on its planned roll-out of an online portal for trusted businesses to manage compulsory licensing applications on behalf of regulated individuals within the private security industry.
- Working closely with many of our key technology clients, including Redgate, AVEVA, Brady and Arm on various commercial and IT contracts, including overseeing updates to standard licensing terms, developing template agreements and advising on privacy and data protection issues.

### Outputs for the GDC:

Sophie will be able to provide senior level support where required on contractual and commercial matters as and when they arise.

## Contracts and commercial



Lisa Cham

**Associate**

T: 01223 222529

[lisa.cham@mills-reeve.com](mailto:lisa.cham@mills-reeve.com)

PQE: 2 years

Specialism: Commercial

### Experience

Lisa is a commercial, IP and IT lawyer with experience advising public bodies, charities and private sector clients on a range of contractual matters. She has already developed a reputation for her efficient and effective negotiation and drafting skills across a range of commercial agreements.

Recent experience includes:

- Working as part of the M&R team advising the Department of Health on a £1bn procurement in relation to the NHS Supply Chain;
- Assisting the Institution of Engineering and Technology and the Royal Society of Chemistry with projects ranging from collaborative arrangements with related professional bodies to the procurement of IT solutions (including a learning platform for IET and finance system for RSC );
- Providing advice on procurement issues to clients including the NHS Blood and Transplant Service and Cambridge University Hospitals NHS Foundation Trust;
- Advising PCTI, a leading provider of Docman software solutions to the UK healthcare market, on the negotiation and drafting of agreements including its reseller arrangements with EMIS;
- Assisting not for profit organisations such as the UNEP-WCMC and the Francis Crick Institute with contractual arrangements including the procurement of consultancy services, fundraising, participation in research consortiums and distribution of grant funding; and
- Advising the Private Healthcare Information Network on information governance and contractual issues.

### Outputs for the GDC:

Lisa's role will be to work as part of the Mills & Reeve commercial team working with GDC advising and assisting with commercial, intellectual property and IT related matters either in isolation or in support of larger projects, such as the relocation.

## Contracts and commercial



Laura Canham

**Associate**

T: 01223 222564

[laura.canham@mills-reeve.com](mailto:laura.canham@mills-reeve.com)

PQE: NQ

Specialism: Commercial

### Experience

Laura is a junior solicitor in our commercial team with experience providing advice on a range of commercial contract issues. Laura had a successful in-house secondment at education provider BPP Holdings Limited where she independently negotiated a high-value commercial contract with BPP's printing supplier. Laura also has substantial experience in relation to intellectual property issues, having worked on managing and enforcing clients' intellectual property portfolios in a previous role.

#### Relevant experience:

- Part of the team working with University College London Hospitals to develop and advise on a framework agreement relating to nursing services.
- Advising and drafting variations to a supply agreement and an intellectual property licence agreement for an IVF fertility clinic.
- Assisting in the provision of procurement advice to the General Dental Council relating to the use of external legal counsel.
- Advising leading technology business ARM on various matters ranging from standard consultancy terms to data protection.
- Working on a project with a technology client to revamp its end user licence agreement.
- Part of the Mills & Reeve team developing a master services agreement for IT infrastructure services for a FTSE 100 client.

#### Outputs for the GDC:

Laura's role will be to work as part of the Mills & Reeve commercial team working with the GDC advising and assisting with commercial, intellectual property and IT related matters either in isolation or in support of larger projects.

# appendix 5

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Terms of Engagement

Question reference: Part B, page 37

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## terms of engagement

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1	Our contract	2.2	We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurer and the territorial coverage of the policy are available for inspection at our offices.
1.1	The terms in this document as supplemented and/or amended by any relevant letter of engagement ("Terms"), apply to each matter in relation to which Mills & Reeve LLP undertakes work for you.	3	What we expect from you
1.2	In the event of any conflict between this document and the relevant letter of engagement, the letter of engagement shall prevail.	3.1	We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person.
2	Who we are	3.2	Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that the Terms have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of
2.1	Mills & Reeve LLP provides legal services in England and Wales, is authorised and regulated by the Solicitors Regulation Authority (number 464604) and is subject to the SRA Code of Conduct 2011, which can be viewed at: <a href="http://www.sra.org.uk/solicitors/handbook/code">www.sra.org.uk/solicitors/handbook/code</a>		

any other organisation, the appropriate officers of that organisation.

3.3 Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

3.4 It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

3.5 The services are provided to you and may not without our prior written consent be disclosed to any other party or be referred to in any public document or communication.

## 4 Communications

4.1 Please let us know if you have a preferred method of communication eg telephone, email or fax. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

4.2 All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:

4.2.1 the firm is connected to the internet, but the exchange of email messages may be subject to delays outside of our control;

4.2.2 the safe delivery of email via the internet should not be assumed;

4.2.3 the confidentiality of email cannot be guaranteed.

4.3 Unless you ask us, we shall not be required to encrypt or password-protect any email or attachment sent by us.

4.4 We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments.

4.5 We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

## 5 Conflicts of interest

5.1 We take conflict issues seriously. We have procedures in place to ensure that appropriate

conflict checks are carried out on every matter as soon as practicable so that, if an issue arises, it can be discussed with you and dealt with as soon as possible.

5.2 Our conflict procedures help us fulfil our professional obligations not to act for a client in a matter where there is an actual (or significant risk of a) conflict with:

5.2.1 the interests of another client for whom we are already acting; or

5.2.2 our interests.

5.3 If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

5.4 Subject to our professional duties, we will always seek to resolve any conflict issues in the most advantageous way to the clients concerned.

5.5 Where our professional rules allow, you agree that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

## 6 Confidentiality

6.1 We will keep confidential any information (which may also be subject to your legal professional privilege) which we acquire about your business and affairs. Subject always to ensuring that appropriate safeguards are in place to protect confidentiality, we may from time to time disclose such privileged and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party in connection with your affairs to third parties for the purposes of our business, including but not limited to:

6.1.1 our auditors, external assessors or other advisers;

6.1.2 our insurers (i) for the purposes of our professional indemnity insurance renewal or (ii) in order to assist us to comply with the terms of our professional indemnity insurance cover;

6.1.3 external agencies who undertake typing, printing, photocopying, mailings and other business support services.

6.2 We may be required to disclose such privileged and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party in connection with your affairs, by law or other regulatory authority to which we are subject.

6.3 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose any such information, advice, certificates, reports or opinions to such other advisers as necessary.

6.4 In certain circumstances, it may be necessary to erect an information barrier to protect the

confidentiality of client information; if this is needed we will discuss it with you.

6.5 Where possible, we will disclose to you all information which is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

6.6 If at any time a third party requests access to documents held by us or asks to interview us in connection with the services we have provided, we may be required as a matter of law to comply with this request.

6.7 You will be responsible for our fees, disbursements and other charges in dealing with any such request, including the fees, disbursements and other charges involved in identifying relevant documents, attending interviews or making or defending any application in connection with the validity of the request. Disbursements and other charges may include the fees of counsel or of third parties instructed by us in order to advise on issues connected with the request.

## 7 Data protection and our use of your information

7.1 We will use the personal information we receive about you for the administration of our relationship with you, billing (and, where necessary, debt collection) and marketing.

7.2 To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering or other financial crime, we may also use the information to search the files of credit reference agencies who may record any searches on your file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.

7.3 We may from time to time contact you by mail, telephone, or email to provide information that may be of interest to you, including details of the services we offer, newsletters, legal updates and invitations to events. Please let us know when returning any letter of engagement if you do not want to receive such information.

## 8 Freedom of information

8.1 Save for the information set out in paragraph 8.3 below, information provided by us to you about the firm and/or the provision of our services is confidential to Mills & Reeve LLP and/or commercially sensitive under the Freedom of Information Act 2000 ("2000 Act").

8.2 Likewise information generated by you about us may involve confidential and/or commercially sensitive

information under the 2000 Act. Any disclosure of such information to others is likely either to be a breach of confidence and/or to prejudice your or the firm's commercial interests.

8.3 Save in exceptional circumstances, we consent to the following details being disclosed in response to a request for information under the 2000 Act:

8.3.1 these terms;

8.3.2 your annual expenditure on legal services provided by us;

8.3.3 the firm's name as your appointed solicitors and/or tenderers and the firm's business address;

8.3.4 the name and business address of the firm's lead partner for the appointment; or

8.3.5 other information about us which is in the public domain.

8.4 In the event of a request for information under the 2000 Act about us, you will notify us promptly in writing (and before making disclosure) and pay due regard to any representations which we may make about disclosure.

## 9 Papers and documents

9.1 We store deeds and papers for clients, normally without charge. We also do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or providing other services necessary to comply with the instructions.

9.2 We may on occasion wish to put a document created while we are acting on your behalf on our legal know-how system FELIX (Fee Earner Legal Information eXchange). This is an intranet available only to us and helps us to provide you and our other clients with a better service. If you have any concerns about this or would like to know more about FELIX, please let us know.

9.3 On completion of a matter and payment of any outstanding bills we shall return to you, on request, any documents lent to us by you for the purposes of the matter. Where we are acting for joint clients and one joint client asks us to transfer documents lent to us for the purposes of the matter, we will deliver them to, or to the order of, the joint client who delivered them to us.

9.4 We do not agree to retain files for any particular period of time but generally keep files for a period of 7 years. All files and papers held by us (other than deeds, wills and similar items you have asked us to keep in secure storage) may be preserved solely in electronic form. We reserve the right to destroy files without further reference to you 7 years after completion of a matter.

## 10 Intellectual property rights

10.1 We retain full and exclusive ownership of all copyright and all other intellectual property rights in

all documents, advice and other works (in any form including, without limitation, in electronic form) we create, develop or generate for you in the course of providing the services (including, without limitation, working and draft documents and advice as well as final documents and advice). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use and reproduce such documents, advice and other works solely for the purposes for which such services were provided by us and not otherwise. If you do not pay us in full for such services in accordance with paragraph 19 we may, on giving you notice, terminate that licence with immediate effect (in which event you shall not use or reproduce such documents, advice or other works for any purpose) and we will only again grant such licence to you once full payment has been made to us for such services.

10.2 We may retain for our subsequent use a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be retained.

10.3 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as name, addresses or descriptions) which might reasonably enable you to be identified.

## 11 Duty of care and other advisers

11.1 The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is to you as our client and does not extend to any third party.

11.2 Subject to what is set out in paragraph 14 below, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms, provided that no right or remedy of any such person which exists or is available otherwise than by virtue of that Act shall be adversely affected by the Terms.

11.3 We will, on your behalf, instruct, liaise with or coordinate advice from other professional advisers and/or service providers, including foreign lawyers. We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisers or for payment of their fees and other charges.

11.4 We do not provide services relating to the laws of any jurisdiction outside England and Wales and cannot be responsible for the accuracy or appropriateness of the advice given or the work undertaken by foreign lawyers.

11.5 Under the US Sarbanes-Oxley Act 2002, the firm cannot advise on US Securities and Exchange Commission ("SEC") matters in connection with a company's or any parent company's listing in the US. Please let us know about any such listing. You will need to consult with a US law firm where the

matter relates to SEC matters. If foreign legal advice is required we can, on your behalf, refer the matter to a substantial network of contacts including the State Capital Global Law Firm Group of which we are a member. The Group has around 120 member firms, including one from each State capital and other major cities in the USA and some 50 other jurisdictions around the world. Members of the Group practise independently of one another and are not in a relationship for the joint practice of law.

## 12 Insider lists

12.1 To the extent that the Disclosure Rules applicable to listed and quoted companies require you to procure that persons acting on your behalf draw up insider lists, we will maintain, and provide copies to you on request (in accordance with the Disclosure Rules) of, such lists in relation to those individuals at the firm who have access to inside information about you and will take the necessary measures to ensure that every person whose name appears on such lists is aware of the legal and regulatory duties entailed and of the sanctions attaching to the misuse or improper circulation of such information.

## 13 Anti-money laundering

13.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. We will let you know what forms of evidence (if any) we need from you.

13.2 In order to comply with its statutory obligations, the firm operates an anti-money laundering reporting procedure. If the firm knows or suspects that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, the firm may be required by law to make a report to the National Crime Agency (NCA) and if notification is made, the firm is prohibited from advising the suspected party that it is doing so. These requirements override the firm's duty of confidentiality to you.

13.3 Proceeds of crime are assets or income which have been acquired through some illegal activity, for example drug-trafficking, non-payment of tax or fraudulently obtaining benefits. If a report is made to the NCA, the firm must stop work on the matter until it is authorised by the NCA to proceed.

13.4 Any fees, disbursements and other charges incurred in complying with the above will be charged to you. There may be circumstances in which the firm considers that it is obliged to make a report to the NCA which it later turns out was not required by law. By instructing the firm you agree that such reports can be made. The firm cannot accept responsibility or liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any reports to the NCA and ensuring compliance with its statutory obligations.

## 14 Exclusions and limitations of liability

14.1 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

14.1.1 any such failure on our part will not constitute a breach of the agreement between us;

14.1.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and

14.1.3 any estimated date for completion of the services will be extended accordingly.

14.2 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

14.3 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

14.4 The liability of Mills & Reeve LLP for any claim in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, other charges or any contractual or statutory interest howsoever caused arising out of or in connection with the services shall, in relation to each matter, be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £8 million.

14.5 Mills & Reeve LLP alone will provide the services and your agreement is solely with Mills & Reeve LLP. You agree that you will not bring any claim whether in contract, tort, negligence, for breach of statutory duty or otherwise against any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of the members of Mills & Reeve LLP or against any member of, consultant to, or employee or agent of Mills & Reeve LLP or of any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of the members of Mills & Reeve LLP. Those service companies, members, consultants, employees and agents assume no personal liability for the provision of services and shall be entitled to rely on the Terms insofar as they limit or exclude their liability.

14.6 Nothing in the Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances

where liability may not be so limited or excluded under any applicable law or regulation.

14.7 Subject to any agreed limit on our liability, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons. You agree that our liability shall not be increased by:

14.7.1 any limitation, exclusion or restriction of liability you have agreed with any other person, or any joint insurance or coinsurance provision between you and any other person;

14.7.2 your inability to recover from any other person, or your decision not to recover from any other person.

## 15 Our fees

15.1 Our fees are normally based on the time spent dealing with a matter. Other factors may also be taken into account in accordance with Law Society rules, for example, complexity, value, importance to the client and urgency. We reserve the right to add an uplift to our hourly rates to take account of these other factors, and to make a charge for the use of our precedents and know-how. We are willing to provide services on an urgent basis, and will endeavour to make staff available outside normal hours if necessary. Please let us know if you would like to have someone on call either over specific periods or generally.

15.2 Time spent will include meetings with you (and perhaps others); any time spent travelling; considering, preparing and working on papers; file opening and compliance procedures; attending court; legal research; correspondence (including emails); preparing attendance notes; making and receiving telephone calls; and preparing and providing copies of documents for you after completion of a matter. We record time in six minute units. That means that if a fee earner working on a matter for you spends less than six minutes on your matter on one or more occasions, a full six minutes may be recorded for each occasion. Where applicable, our hourly rates are set out in your letter of engagement and vary according to the level of seniority and expertise of each adviser. VAT will be added where applicable. The hourly rates are normally reviewed annually but we reserve the right to alter rates at other times. You will be notified of any changes to the rates. If you wish to cease instructing the firm as a result of any increase in rates, you are free to do so.

15.3 Although hourly rates are the norm, we aim to be flexible in our approach to charging and may have agreed with you an alternative charging method in your letter of engagement.

## 16 Disbursements and other charges

16.1 By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements.

# MILLS & REEVE

- 16.2 Disbursements may include the fees of counsel and other experts, court fees, search fees and stamp duty land tax. In relation to all disbursements we will charge you only the fee that has been charged to us.
- 16.3 We reserve the right to charge you a fee (which will cover any actual cost to us and/or an administration charge):
- 16.3.1 for arranging certain bank transactions and postage services;
- 16.3.2 for travelling expenses, online meeting and webinar services, computer-based legal research, providing data on electronic media, photocopying, scanning, printing and incoming and outgoing faxes.
- 16.4 VAT will be added to disbursements and other charges where applicable.
- 17 Payments on account**
- 17.1 We may require you to make a payment to us on account of fees, disbursements and other charges at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for you. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and other charges will be refunded to you.
- 18 Clients' money**
- 18.1 Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account which is subject to the strict provisions of the SRA Accounts Rules 2011 ("SRA AR") which can be found at [www.sra.org.uk](http://www.sra.org.uk). Subject always to the SRA AR we will not be responsible for any loss arising from the insolvency of any bank where client funds are held or from any other action or event, where that action or event is beyond our control, including but not limited to governmental or other levies on bank accounts. If we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of money which we hold for you, you agree that we may give certain information about you to the FSCS to help them identify amounts to which you are entitled in our client account.
- 18.2 We are required to account to you for interest on any balance(s) we hold on your behalf, when it is fair and reasonable to do so in all the circumstances in order to achieve a fair outcome. A full version of our policy is available on request or from our website at [www.mills-reeve.com/terms](http://www.mills-reeve.com/terms). We draw your attention to clause 1.6 of the policy in respect of disclosing information to the FSCS.
- 18.3 Deposit interest paid to UK residents by us will be paid without deduction of tax unless we tell you in writing otherwise. It is your responsibility to declare sums so received for tax purposes.
- 18.4 As required by the SRA AR, money held by us will be taken in payment or part payment of our invoices within 14 days of the date of the invoice, unless that money is held for any other purpose. You agree that we can retain monies against unbilled and unpaid disbursements.
- 18.5 We do not accept any payment in cash. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to make enquiries about the source of the funds.
- 18.6 Where we receive money from you by debit or credit card, we will make an additional charge of 2% of the amount received (except where you are paying our invoices), which will be shown as a fee on a subsequent invoice.
- 18.7 Where we make payment of money to you or to another person on your behalf, it will usually be by cheque sent in the ordinary post or an electronic funds transfer. Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us the payee's bank account number in addition to the payee's name for inclusion in any cheque. If you would like us to use any particular payment method then please let us know.
- 18.8 Where the firm makes (or secures the making of) a savings income payment to an individual who is resident in another EU member state (or certain other prescribed territories), the firm must notify the domestic tax authorities and provide a return of the payments made. The domestic tax authorities will share this information with the tax authorities in your country of residence.
- 18.9 If the income we pay or secure for you is received by you on behalf of someone else (as their agent or nominee, for example) we will also require this person's information to be provided to us. Normally, if we have details of the ultimate beneficiary of the income then it is the details of that beneficiary, rather than your own details, that we should include on our return.
- 19 Billing and payment terms**
- 19.1 Unless otherwise agreed in your letter of engagement, we will be entitled to bill you in respect of fees, disbursements and other charges monthly and on completion of each matter. At the end of our financial year we shall be entitled to bring up to date our billing in respect of all your then unbilled work. There may be a delay in invoicing disbursements incurred on your behalf pending our receipt of the relevant invoices from suppliers and our bills are not a final bill in relation to disbursements and other charges.
- 19.2 Our bills are due for payment on receipt without any deduction, set-off or counterclaim. We reserve the right to suspend or terminate the provision of further services until payment is received. If a bill (or part of a bill) remains unpaid for 30 days after the date of the invoice, we reserve the right to charge interest at

the rate applicable to judgment debts until payment is made. In addition to our legal right (lien) to hold on to certain of your papers and other assets in our possession until all sums outstanding to us are paid, we have a contractual right to do the same (whether in relation to the services for which payment has not been made or any other services).

19.3 If you are required by law to make a deduction or withholding from the payment of a bill for our services, you are required to notify us in writing of the amount to be deducted or withheld and the legal justification for such deduction. If required by us, you shall pay such additional amount as shall be required to ensure that the net amount received by us will equal the full amount which would have been received by us on payment of the relevant bill had no such deduction or withholding been required to be made. To the extent that any deduction or withholding in respect of which an additional amount has been paid under this paragraph results in us obtaining a tax credit or deduction (all reasonable endeavours having been used to obtain such credit or deduction), we shall pay to you an amount equal to the lesser of (i) the amount of tax saved by us as a result of the use of such credit or deduction and (ii) the additional sum paid under this paragraph.

19.4 If you have any problems with a bill please see the guidance in paragraph 21 (“Complaints handling”) below. In addition, you have a right to object to a bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If you apply to the court, the Legal Ombudsman (see paragraph 21 below for details) may decide not to deal with a complaint about the bill. We will send you a monthly statement of account detailing every bill which remains unpaid. You will also be sent a reminder letter for all unpaid bills which are older than 21 days.

19.5 Unless otherwise agreed in writing, you must pay all bills in sterling. If bills are not paid in sterling and we incur currency conversion charges or other bank charges, or we suffer exchange-rate losses, we reserve the right to charge additional sums to cover such items.

19.6 If a third party agrees to be responsible for payment of some or all of our fees, disbursements and other charges on your behalf, and payment is not made in accordance with these Terms, you will be responsible for paying to us any outstanding amount.

## 20 Early termination of services

20.1 You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:

20.1.1 your failure to pay to us any amount due, or money on account requested; or

20.1.2 your insolvency; or

20.1.3 the discovery or creation of a conflict of interests; or

20.1.4 our being prevented from acting by the NCA; or

20.1.5 your requesting us to break the law or any professional requirement; or

20.1.6 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

20.1.7 your failure to give us adequate instructions; or

20.1.8 any other breach by you of the Terms.

20.2 If the provision of services is terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable. All our rights set out in the Terms shall continue to apply even if we terminate the agreement between us.

## 21 Complaints handling

21.1 We do our utmost to treat all our clients fairly. If you have any problem with our services (including any problem with a bill – for further details see paragraph 19.4 above) you have a right to complain. If you are unable to resolve the problem with the individual dealing with the matter (or their supervisor) or the person managing our relationship with you, you should write without delay to the complaints partner setting out the nature of your complaint.

21.2 We have a complaints procedure, a copy of which is available on request (or at [www.mills-reeve.com/terms](http://www.mills-reeve.com/terms)). We will endeavour to deal with any complaint as soon as practicable. If we are unable to resolve your complaint to your satisfaction within eight weeks of receiving full details of your complaint, you may have the right to refer the issue to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). The act or omission, or when you should reasonably have known there was cause for complaint, must have been after 5 October 2010. Please note that the Legal Ombudsman may consider complaints from prospective clients in certain circumstances but may decline to deal with complaints from certain types of clients. For further information you should contact the Legal Ombudsman on 0300 555 0333 or go to [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

## 22 Dispute resolution

22.1 All disputes not resolved under paragraph 21 shall be determined by the courts of England & Wales. You and we irrevocably agree to submit to the

jurisdiction of the courts of England & Wales over any claim or issue arising under or in connection with the Terms and you and we waive any objection to proceedings being brought in these courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

## 23 Non-waiver

23.1 Any failure by the firm to insist upon strict performance of any of the Terms, or any failure or delay by the firm to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

## 24 Investment advice

24.1 The services may involve investments. We are not authorised by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000 (2000 Act). Therefore, we may refer you to someone who is authorised to provide any necessary advice. However, because we are members of the Law Society of England and Wales, we can provide certain limited services relating to particular categories of investment, provided they are closely linked with the legal services we are providing to you. Where instructed by you, we may obtain advice from or arrange a transaction with or through an authorised or exempt person.

24.2 We are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA website at: [www.fca.org.uk/register](http://www.fca.org.uk/register).

24.3 The Law Society of England and Wales is a designated professional body for the purposes of the 2000 Act. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

24.4 Our role is as legal adviser and therefore it is not generally part of our function to give advice on the merits of investment transactions or to act as a broker or arranger. Accordingly, we have assumed that your decision to discuss or negotiate any particular transaction, and any decision actually to enter into any transaction, will be made by you on the basis of your own assessment of the business, financial and policy aspects of the matter. In any event, it is not part of our role to communicate invitations or inducements to engage in investment activity on behalf of clients, and therefore nothing we say (by whatever means of communication) or do,

should be construed as an invitation or inducement to you, or to anyone else, to engage in investment activity.

## 25 Equality and diversity

25.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

## 26 Governing law

26.1 The Terms are governed by and will be construed in accordance with the law of England and Wales.

## 27 Severability

27.1 If any of the Terms is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Term.

## 28 Definitions

28.1 In these terms of engagement:

28.2 “we”, “us”, “our”, “firm” and “Mills & Reeve LLP” mean or refer to Mills & Reeve LLP (a limited liability partnership registered in England and Wales with registered number OC326165 and VAT number GB 104 8345 88 whose registered office is at 4th Floor, Monument Place, 24 Monument Street, London, EC3R 8AJ) and any successor practice and any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of its members and, as the context requires, all members of, consultants to and employees and agents of, Mills & Reeve LLP and of any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of its members;

28.3 the terms “partner” and “partners” mean or refer to a member or members of Mills & Reeve LLP (a list of members may be inspected at any of our offices or at [www.mills-reeve.com/terms](http://www.mills-reeve.com/terms));

28.4 “you” and “your” refer to our client;

28.5 “matter” means a specific transaction, dispute or issue in relation to which you ask us to provide services whether or not it has been defined in a letter of engagement or other agreement;

28.6 “services” means all services we provide to you in relation to the relevant matter.

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# appendix 6

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Added value

Question reference: Part B, page 29

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## Added value

We recognise that an important part of an open and collaborative relationship with you is our ability to offer a range of user-friendly and cost-effective value added services to help support you. We offer a variety of innovative support services for organisations like the GDC.

Of course, we want to ensure we are offering you what you actually need and want, so if appointed, we will discuss our proposals with you at the outset to identify our most relevant services, and tailor these to your specific needs.

Added Value Service	Key Benefits to the GDC
<p><b>Free project kick-off workshops</b> – An integral part of the successful relocation advice which we have previously delivered for our clients, as evidenced in the case studies referred to above, and which was greatly valued by those clients, were workshops around the key legal issues arising. We would recommend separate workshops for employee relations and for real estate to identify the GDC’s key objectives in those areas; to advise on the key legal issues arising; to clarify the GDC’s legal obligations and to set out a strategy and road map to the achieve those objectives in the light of the legal context.</p>	<ul style="list-style-type: none"> <li>○ Upskilling your team to equip them with the skills necessary for the types of issues they will face during and after the relocation.</li> <li>○ Determining strategy</li> <li>○ Horizon scanning and forward planning so as to anticipate and overcome potential challenges.</li> </ul>
<p><b>Lessons learnt debriefs</b> At the end of every significant matter on which we are instructed, we will hold a free lessons learnt debrief to discuss and summarise what went right and what went wrong and to recommend clear learning points and action points. This would no doubt be useful one you are settled into your new premises in Birmingham.</p>	<ul style="list-style-type: none"> <li>○ Ensures that any lessons to be learnt are learnt and learning points recorded and acted upon.</li> <li>○ Embeds best practice and continuous improvement.</li> </ul>
<p><b>Horizon Scanning:</b> Provided as part of our regular client review meetings and an annual client partner review meeting, we would provide a briefing on areas of the law that are key for, including recent legal changes, upcoming anticipated legal and regulatory changes and notable cases.</p>	<ul style="list-style-type: none"> <li>○ Sharing our knowledge.</li> <li>○ You are kept up-to-date on issues which are of most relevance to you.</li> <li>○ Helps you plan strategy and identify risk.</li> <li>○ Use our experience from other clients.</li> </ul>
<p><b>Free helpline:</b> A free quick query helpline service – using your M&amp;R team as a ‘sounding board’ for up to 20 minutes by chatting through the issues and before the clock starts to run. Sometimes, we will suggest that the matter needs further attention and will suggest setting up a file. However, much of the time the query can be resolved there and then, letting you focus on your other priorities.</p>	<ul style="list-style-type: none"> <li>○ One team – no cost barrier developing working relationships.</li> <li>○ Operational excellence – identify and mitigate risks early.</li> <li>○ Plan resources – establish if a matter needs paid input or whether it can be dealt with in your team.</li> <li>○ Reduce your legal spend on small queries.</li> </ul>
<p><b>Annual employee relations report:</b> We will provide a free annual end of year report summarising all matters with significant legal input, setting out the areas where advice was sought and the outcomes and any suggested actions or learning points.</p>	<ul style="list-style-type: none"> <li>○ This helps establish a corporate memory around legal advice previously received.</li> <li>○ Ensures that any lessons to be learnt</li> </ul>

	<p>are learnt and learning points recorded and acted upon.</p> <ul style="list-style-type: none"> <li>○ Embeds best practice and continuous improvement.</li> </ul>
<p><b>Bespoke training programme:</b> We also run training on a bespoke, paid for basis for clients who want to upskill their teams in relation to specific technical areas and we could certainly provide this to the GDC.</p>	<ul style="list-style-type: none"> <li>○ Connections – build your network and meet specialist advisers and trainers.</li> <li>○ Upskill your team, empower them to deal with issues in-house, and reduce legal spend.</li> </ul>
<p><b>Secondment opportunities</b> We would be happy to discuss a secondment of one of our lawyers, either to assist with the legal aspects of day to day queries or to help the legal or HR teams with more specific projects such as the relocation. Other clients have found this of real benefit. It helps to provide support in times of peak workloads and provides valuable learning for others within the GDC and for us as firm.</p> <p>Appropriate charging would also be explored on a case by case basis, dependent upon the grade of lawyer required.</p>	<ul style="list-style-type: none"> <li>○ Helps support in times of peak workload .</li> <li>○ Valuable learning for others within the GDC and for us as a firm.</li> </ul>
<p><b>Networking &amp; events:</b> We have a dedicated events team for each sector within which we operate, and together they organise conferences, seminars, and smaller drinks/dinners events. We see this as a sound investment – allowing us to share ideas and knowledge, and bring our clients together within an informal social setting.</p> <p>Examples of events which may be of interest to the GDC include:</p> <ul style="list-style-type: none"> <li>○ Employment law updates</li> <li>○ In-house adviser’s forums</li> </ul> <p>We would like to discuss (perhaps during the implementation plan) ways in which we could identify synergies with you that could result in collaborative events with M&amp;R and our wider client network where appropriate.</p>	<ul style="list-style-type: none"> <li>○ GDC staff members could attend as many of our free seminars as they wish.</li> <li>○ An excellent opportunity to network with peers in similar organisations and share knowledge.</li> </ul>
<p><b>Dialogue:</b> Our free of charge online finance portal, <i>Dialogue</i>, is designed so you can stay on top of live matters and finances. It gives real-time financial information, so you can see your ongoing matters, who’s working on them and what it is costing.</p>	<ul style="list-style-type: none"> <li>○ Identify improvement areas – simple reporting on which areas cost you the most.</li> <li>○ Complete transparency and cost-control.</li> </ul>
<p><b>Estates terrier:</b> A web-based system that scans (and displays) deeds and plans, stores in electronic format, categorises, and links as appropriate. Information is accessed on screen, via web address.</p> <p><i>“Making the terrier available online has considerably reduced the number of requests to our lawyers... it is more reliable and less time consuming than</i></p>	<ul style="list-style-type: none"> <li>○ Easily accessible database of key estates information.</li> </ul>

<p><i>maintaining the data ourselves.”</i></p> <p>Client feedback</p> <p>There is a competitive charge associated with this service.</p>	
<p><b>Briefings, updates &amp; blogs:</b> Our email updates and briefings keep your team up-to-date with the latest news and its implications. Briefings which may be of interest to the GDC include:</p> <ul style="list-style-type: none"> <li>○ Employment Post: a bi-annual newsletter providing updates on employment issues.</li> <li>○ e-Post: a monthly email update on employment issues.</li> <li>○ HR Law Live blog: regular updates and commentary on the latest legal and policy decisions affecting employers and anyone working in a human resources role.</li> <li>○ Property Matters blog: regular updates and commentary for the real estate sector.</li> </ul>	<ul style="list-style-type: none"> <li>○ Save money – content is practical and solutions focussed, helping you take decisions and do your job without paying for advice.</li> <li>○ Plan strategy using our sector insights and predictions.</li> <li>○ Technical briefings (eg, on employment law) allow your team to specialise or simply improve their skills.</li> </ul>
<p><b>Client and lead partner relationship:</b> Regular client partner and lead partner meetings and telephone calls to discuss recent work, changes at the GDC and Mills &amp; Reeve and potential new work.</p>	<ul style="list-style-type: none"> <li>○ Enables us to understand fully the GDC’s priorities and requirements.</li> <li>○ Helps us share information about key issues, and lessons learnt, with the GDC.</li> <li>○ Helps us anticipate your requirements, meaning we can be up and running when you need us with the minimum of fuss and delay.</li> </ul>
<p><b>Use of our meeting rooms across the country:</b> We would make our meeting rooms available for use should you need them for meetings in any of our office locations (Birmingham, London, Cambridge, Leeds, Manchester, Norwich).</p>	<ul style="list-style-type: none"> <li>○ City centre locations with IT infrastructure at trusted standards.</li> <li>○ Cost saving for external venues.</li> <li>○ A Birmingham base could be helpful in the run up to the relocation.</li> </ul>

thank

you

If you have any questions or would like to speak to one of our team, we'd love to hear from you. Call or email:

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