



12<sup>th</sup> September 2022

[REDACTED]  
Capsticks Solicitors LLP  
1 St George's Road  
Wimbledon  
London  
SW19 4DR

**Request for Proposal: Provision of Estates Legal Support for NHS Arden and GEM CSU**  
**Reference number: AGEMCSU/TRANS/22/1295**

**Client Access Code: [-]**

Dear Andrew,

**Contract for the provision of legal services by Capsticks Solicitors LLP, 1 St George's Road, Wimbledon, London, SW19 4DR as Supplier to NHS Arden and Greater East Midlands Commissioning Support Unit, Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT as Client pursuant to the Legal Services Framework Agreement, Reference 4824-3068, dated 1 February 2019 to 31 January 2023, between Surrey & Borders Partnership NHS Foundation Trust, on behalf of NHS Commercial Solutions, as the Authority and the Supplier**

- 1 We refer to the above Legal Services Framework Agreement (the "Framework Agreement"). For the purposes of this Order Form:
  - i. capitalised terms and expressions used in this Order Form have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Order Form (Appendix 3) unless the context otherwise requires;
  - ii. references to Appendices are references to the appendices to this Order Form; and
  - iii. the Appendices shall form part of this Order Form.
- 2 This Order Form constitutes an Order for the provision by you to us of the Contract Services specified in Appendix 1 on the basis of the rates set out in Appendix 2 in accordance with the Call-Off Terms.
- 3 The partner at the Supplier with overall responsibility for the supply of the Contract Services is [REDACTED]. Fee earners assigned to the supply of the Contract Services are listed in Appendix 1.



- 4 The Client's Authorised Officer for the purpose of the Contract is Justine Harding and any disputes in relation to the Contract shall be escalated as follows Judith Jordan, Associate Director of Integrated Governance, mobile: [REDACTED]
- 5 Payments to the Supplier in respect of the Contract Services shall be made to the following bank account of the Supplier:

[REDACTED] s LLP Client Premium Account  
 [REDACTED] Service Centre

- 6 For the purposes of the Contract, the address of each Party is:

<b>For the Client</b>	
For the attention of:	Justine Harding (Estates and Facilities Manager)
Name and address of Client for service of notices	NHS Arden and Greater East Midlands Commissioning Support Unit Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT
Telephone:	[REDACTED]
Email:	[REDACTED]
Fax:	

<b>For the Supplier</b>	
For the attention of:	[REDACTED]
Name and address of firm(s) constituting the Supplier for service of notices	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Please would you sign and return the attached duplicate of this Order Form with the acknowledgement signed by a partner of your firm.

You should be aware that by signing and returning this Order Form you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully

**For and on behalf of NHS Arden and Greater East Midlands Commissioning Support Unit**



[Duplicate copy to have the following signature block added:]

I hereby confirm receipt of the above Order Form and the agreement of Capsticks Solicitors LLP to provide to NHS Arden and Greater East Midlands Commissioning Support Unit the Services as specified in the Order Form in accordance with its terms.

Signed	[Redacted]		
Date	27.09.2022	Status	Partner

Signed on behalf of NHS Arden & Greater East Midlands Commissioning Support Unit

Name: [Redacted]  
Signed: [Redacted]

Date: 4.10.2022

Status: Estates & Facilities manager

**Appendix 1**  
**Contract Services**

**Services**

**Specification - Statement of Requirements – Property  
Law**

**Statement of Requirements**

**Background Information:**

NHS Arden & Gem CSU invite competitive offers under the NHS Commercial Solutions Legal Services framework Lot 5 for the provision of Legal services which include but are not limited to the giving of advice, the drafting of agreements or instruments and the conduct of proceedings with any proprietary or preliminary work relating thereto, concerning any interest of the Authority arising out of or connected with the areas of law identified below.

The areas of law below are as defined within the NHS Commercial Solutions Framework agreement

**5 Property Law**

The Contract is for a Period of 2 years with the option to extend for an additional year.

**Specific requirements.**

NHS Arden & GEM CSU will seek advice as and when required throughout the life of this agreement, however the AGEM requires the following specific advice and support:

Estates and Property Law - The CSU requires support and advice in relation to the following areas.

- 1) Leases and licences to use land in particular support around the review and agreement of new lease agreements for all existing sites.
- 2) Sustainability and "green lease" advice
- 3) Property litigation and landlord and tenant matters
- 4) Estate code and general estate management advice

Additionally, as set out within the overarching framework the Authority may from time to time require support in relation to other Estates and Property issues which include but are not restricted to the following:

- 5) Site developments
- 6) Acquisitions and disposal of property
- 7) Property aspects of commercial transactions and joint ventures

- 8) Town and country planning law
- 9) Construction advice, building contracts, professional appointments, collateral warranties, advice and drafting.

The provision of services is to include the following:

- Up to 30 minutes free telephone support and advice
- A minimum of 2 legal training and support sessions to be held within the AGEM, relating to specific AGEM requirements which will be agreed between both the AGEM and the appointed provider.

#### **Operational hours**

The Authority requires legal support and advice as and when required during the hours 8.30am – 5.00pm

In addition, should the AGEM require urgent legal advice a Partner must available, outside of those hours covering 24 hours per day for a five day working week.

In relation to the Provision of Legal Support the provider must:

- a. ensure that only nominated Authority staff authorise work to be undertaken
- b. agree timescales for the completion of all enquiries at the time they are referred by the Authority.
- c. agree the appropriate risk rating with the Authority and therefore, the appropriate banding of the Supplier(s) personnel required.
- d. will provide, or have provided, an estimated price quotation (including an estimation of timescales and charges for all contentious work excluding clinical negligence).
- e. immediately notifies the Authority originator in the event of any proposed deviation from the agreed timescales and/or costs, or the requirement to alter the risk rating; and
- f. always provides safe storage of the AGEM's legal documents.

#### **Staffing Arrangements**

Prior to contract start, the Supplier will confirm the identity of the individual solicitors and associated partners who will handle the AGEM's account.

The Supplier must appoint the most appropriate personnel to ensure an efficient and effective service delivering value for money for the AGEM

Nominated solicitors and identified personnel will be available to the AGEM both by telephone and email and should be in a position to discuss with the relevant officer of the AGEM all matters concerning any issues referred to the Supplier(s).

Work which has been assigned to a specific individual remains the responsibility of the Supplier. The Supplier will ensure that where work is delegated, adequate supervision is provided.

In the event of any unavoidable absence, to ensure continuity of service, the Supplier(s) will ensure that adequate cover is provided and that the appropriate manager/partner is made aware of all work in progress and should remain familiar at all times with each case.

Should any individual identified and referred to in clause 4.2.1 become unavailable for any reason, the Supplier will provide cover of equivalent expertise or higher at no additional charge.



If a case is re-assigned to another employee of the Supplier, there will be no additional charge for reading or handover. In the event that the risk rating has changed this will be subject to review between the AGEM and the Supplier.

If a junior employee is leading the work, the Supplier will ensure suitable supervision from a Senior Solicitor/Partner. The AGEM will not incur any added costs for this supervision and work shall be invoiced at junior rate as stated in contract

### **Communication Protocols**

All written communication/correspondence to the AGEM should be in accordance with the following guidelines:

It will remain the responsibility of the Supplier(s) to ensure receipt by "tracking safe delivery" to the recipient(s).

Specific reasons prohibiting the use/exceptions to the above should be identified in advance and advised to the AGEM(s).

Use plain and jargon-free language.

Be succinct, avoid repetition and vague generalisations.

Provide clear recommendations/advice.

Avoid writing/communicating on the same case over a period of days if it can be predicted that by waiting for the same period, the matter could be covered/updated once.

Avoid duplication of advice within the same AGEM.

Acknowledgement of emails is non-chargeable.

In the event that the named personnel are not available then the Supplier shall ensure that all email and telephone calls are received/re-routed via another member of staff and distributed appropriately to the equivalent member of staff or deputy.

**Key Performance Indicators**

<b>Service Deliverable</b>	<b>Requirement</b>	<b>Response Timescale</b>
Requests for Services and/or related information	Initial response to urgent Service requests and/or instructions	Same working day (or next working day if received after 4pm)
	Initial response to telephone calls and/or e-mails	Substantive reply within one working day.
	Initial response to routine letters	Substantive reply within two working days.
	Initial response to significant and/or complex matters	Substantive reply within five working days
	Final response to significant and/or complex matters	As agreed with the Client.
Requests for Advice and/or related information on urgent instructions	Deliver considered report	Within no more than 5 working days.
Requests for Advice and/or related information on non urgent instructions	Deliver considered report or where possible and requested by the Client a preliminary report.	within no more than 10 working days
General: Administration Requests for Advice and/or related information	Submit Invoices to each of the Client's cost centres monthly in arrears	Such invoices to be submitted no later than 10 working days following the end of the preceding calendar month.
	Monthly Progress Reports to be submitted to the Client's Representative, each of the Client's cost centres as well as the RAMs (and others)	No later than 10 working days following the end of the preceding calendar month.
References to public law/high profile matters/matters of broader significance	Inform Client immediately.	As agreed with the Client.



Litigation	Inform Client immediately.	Compliance with all court deadlines and other relevant procedures.
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**Appendix 2**  
**Contract Charges**

Please see below financial response (Attachment-4) from Capsticks Solicitors LLP



<b>Blended Hourly Rate (excluding VAT)</b>	<b>Total Price</b>
[REDACTED]	[REDACTED]

