***EKC Group – Tender for Legal Advice and Services***

***Clarifications and Guidance 3***

***4 September 2025***

**ONE**

1. It says ***“Provide unlimited telephone and email advice on a range of areas as detailed in the ITT Document (including those listed above)”.*** I assume this means only those areas lists in 1(a) – (i) as there are no other areas detailed within although it does say that list is non -exhaustive. This list doesn’t include employment but wouldn’t normally be an area where support is needed. Is employment standing outside of this process?

As the tender stands, per ITT Document, Section 3. Tender Requirements, paragraph 1(a) – (i) sets out the priority areas of legal advice and services being sought currently, with the scope to expand to include others in future as the need arises.

EKC Group can confirm that HR and employment law is ***outside*** the purview of this tender, and not included.

**TWO**

1. By “unlimited” in para 2, we would propose to set out scope of inclusion within an unlimited/retainer arrangement so as to afford you best value for those day to day matters vs those more project basis issues which do not arise as frequently. Do you anticipate “unlimited” to be broader than day to day issues?

Yes, it is expected that the “unlimited telephone and email advice” as per Section 3. Tender Requirements, paragraph 2 will generally apply to day-to-day issues; but any unused service shall be credit towards more project basis issue should they arise.

The principal goal is to procure an on-demand legal retainer which ensures accessible and legally sound advice.

It is envisaged that the service will be available:

* average of one enquiry per week for a maximum duration of 60 minutes
* with the opportunity to roll over unused service time / credit to subsequent months
* to use the service within the above limits on and between Monday and Friday (the Group’s working week),
* during EKC Group’s core operating hours 8:30 AM to 05:00 PM

Fair and reasonable use of the services being set out in a Time Constraint clause or policy is acceptable.

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