

Provision of Comprehensive Legal Representation and Advice Pilot Scheme for Coaches within the British High-Performance System

Clarification Questions and Answers – Part Two

- 1. Does UK Sport have historical or indicative data on the typical number of employment, disciplinary, safeguarding, or selection-related queries that coaches have faced annually, to inform volume assumptions?**

UK Sport does not hold any historical or indicative data on the typical number of employment, disciplinary, safeguarding, or selection-related queries that coaches have faced annually. UK Sport doesn't employ or have a direct relationship with the coaches who are (usually) employed by/through one of the approximately 50 National Governing Bodies that we provide some form of funding to. This is one of the reasons we are running the pilot scheme, to help us better understand the needs of the coaching community. On the information available to us, we understand that approximately 450 coaches across our High-Performance programmes will be eligible to access the scheme.

- 2. Are there any service exclusions or capped areas (e.g., personal disputes outside coaching employment, private criminal matters, immigration, family law)?**

This service is to cover employment and areas related to their work in the High-Performance system only. To the extent that these employment/work matters are criminal, the provision of support is to be determined as part of the service protocol developed with the chosen supplier during the initial set up and organisation of the pilot scheme, but we expect that the pilot service will only cover them up to the point of charge.

- 3. What approach does UK Sport expect bidders to take in managing conflicts of interest arising where a coach's legal matter concerns their employing NGB, and the bidder simultaneously provides legal services to that NGB?**

It is for the supplier to satisfy its regulatory obligations in respect of conflicts of interests as a legal practice. The supplier is responsible for managing conflicts and deciding where it is or isn't appropriate to act, while ensuring UK Sport is kept sufficiently informed. UK Sport may agree an approach with the chosen supplier for the purposes of notification and keeping UK Sport informed.

- 4. How many cases, related to the coaches funded by UK Sport, have been through Sport Integrity over the last 2 years?**

UK Sport does not hold this information.

- 5. Have you provided legal services to this group of coaches before? (Or a subset of them?) If so, are you able to share how many cases per year there have been that would fit into a) the monthly retainer fee b) the case-by-case chargeable hours, exceptional category? or If not, do you have a sense of how many cases you may expect to fall into a) the monthly retainer fee b) the case-by-case chargeable hours exceptional category annually?**

UK Sport has not provided services like this to a group of coaches before. This is one of the reasons we are running the pilot scheme to help us better understand the needs of the coaching community.

- 6. Could UK Sport provide an indication of the typical volume of legal matters involving stand alone cases for coaches (that would not fall under the scope of the monthly retainer) over the past 12/24 months, to help us assess resource planning for the Pilot Scheme?**

UK Sport has not provided services like this to a group of coaches before and so we don't know what the typical volume for legal matters might be. This is one of the reasons we are running the pilot scheme to help us better understand the needs of the coaching community.

- 7. On page 3 of the ITT, it states that one of the requirements is 'contract negotiations'. Do the contract negotiations relate specifically to employment contracts or something different to / more than this?**

It is expected that this will be employment contract negotiations however there may be occasional instances where a coach's work in the high-performance system also involves the negotiation of other contracts, for example if they have a personal sponsorship or image rights.

- 8. Please provide further detail or examples of what constitutes a "complex matter" that would fall under the blended hourly rate model rather than the fixed monthly retainer?**

As per the ITT specification more 'complex matters' would relate to, for example, possible Sport Integrity investigations, serious complaints and disciplinary procedures, selection challenges, high-risk or protracted employment disputes. It will be case specific and likely depend on the nature of the issue. Further specific details on this will form part of the service protocol developed with the chosen supplier during the initial set up and organisation of the pilot scheme.

- 9. Does UK Sport have an expectation for a minimum or typical number of hours per month under the retainer?**

UK Sport is unable to provide a minimum or typical number of hours per month under the retainer as we realistically don't know what the engagement will be. This is one of the reasons we are running the pilot scheme to help us better understand the needs of the coaching community. We understand that around 450 coaches will be eligible to access the service. Based on these numbers, we welcome the views of the suppliers.

- 10. Our unique structure means that for case by case (exceptional) work we don't charge based on hourly rates – we provide a fixed fee quote for each stage of the work. Yet it seems necessary for this Tender that we provide hourly rates for the case-by-case work? This seems a little inconsistent with the request to work for a fixed fee per case. (Page 21, "Support should be delivered under fixed-price agreements where possible.")**

For the purposes of assessment, UK Sport shall consider the blended hourly rates of suppliers based on their fee earner categories and in respect of case-by-case matters outside of those under the monthly retainer. Upon contract award, UK Sport may agree a capped fee per complex matter with the chosen supplier, provided the capped fee is based on the rates that were submitted in the supplier's tender, and which were evaluated by UK Sport during the procurement process. The fee earner categories are detailed in 1.2 of Schedule 4 of the Contract.

- 11. Would you expect the legal matters covered by the retainer to have a total number of hours capped over a 12/24-month period? (or capped per month on page 25 – as referenced, "please detail the maximum number of hours under the retainer per month")?**

Maximum hours covered under the retainer will depend on hourly rates provided and any capped fee in respect of case-by-case matters agreed with the chosen supplier, noting that such caps will be based on the same rates provided in the chosen supplier's tender submission, and the overall uptake will not exceed UK Sport's maximum budget of £450,000 inclusive of VAT.

12. In Appendix 1, in the section entitled "THE SERVICES", paragraph 2. (case by case legal support) states as follows:

"Support should be:

- Delivered under fixed-price agreements where possible**
- Capped per case or individual to ensure budget control"**

As such, does this mean that UK Sport requires that no single case (regardless of length, number of parties, importance or complexity) can incur a liability above a certain fee cap? If so, we will propose what that cap should be for any single case, as part of our response.

UK Sport is not setting a general fee cap. Upon each instruction relating to a complex matter that is outside of the monthly retainer, the chosen supplier may be asked to provide a capped fee quote in respect of the instruction to which it relates. This capped fee must be based on the same fee earner categories and hourly rates set out in the supplier's tender submission. See response to CQ10 above.

13. Please clarify whether disbursements (e.g., counsel fees, court fees, external experts) are excluded from both the retainer and blended hourly rates and whether they will be reimbursed at cost or require separate pricing.

This is to be agreed between UK Sport and the chosen supplier during the initial set up and organisation of the pilot scheme and will form part of the service protocol. UK Sport do not expect disbursements to be incurred for services that fall under the retainer but suspect that they may be required for more complex matters and that these shall be considered on a case-by-case basis.

14. Will UK Sport perform triage to determine whether matters count as retainer or complex case-by-case work, or is this the Supplier's responsibility?

This is to be part of the service protocol developed with the chosen supplier during the initial set up and organisation of the pilot scheme.

15. Would independent legal advice services include non-recent/historical cases? Do you have a period from which they can be included in this service?

This period is to be agreed with the chosen supplier and will form part of the service protocol. UK Sport are considering a "limitation period" of 4 years, as long as the Coach was part of a funded programme at the time of the index event.

16. If an unusual number of 'complex / exceptional' cases are brought forwards during the time of the contract & the case-by-case chargeable hours budget is exceeded how would UK Sport propose dealing with this?

- o Do we stop working on cases?**
- o Will UK sport increase budget?**
- o Would you ask a coach to pay?**
- o Would you expect a successful tenderer to take rough with smooth (and continue working pro-bono if hours exceeded?)**
- o Something else?**

This is to be agreed and will form part of the service protocol developed with the chosen supplier during the initial set up and organisation of the pilot scheme.

17. Does UK Sport envisage a specific process for coaches accessing the legal services under the retainer, e.g., will coaches engage directly with the provider, or will requests be routed through UK Sport?

This is to be part of the service protocol developed with the chosen supplier during the initial set up and organisation of the pilot scheme. UK Sport's preference would be direct to the supplier.

18. Please could you provide further detail on how the services under the tender would dovetail with any legal support currently being provided by Sport Integrity to coaches Is it the case that coaches would now be directed to the supplier if a complaint is made or an investigation launched? We note the following in UK Sport's July 2025 update on the commitments made following the Whyte Review: "Sport Integrity (the independent complaints and investigative service) is providing further free support for UK Sport funded World Class Programmes from the 1 April 2025. This includes mediation, legal support for a respondent with an active case and 10 hours of pro-bono legal advice for NGBs with an ongoing investigation."

It will be the Coach's decision to decide whether they want to use this service, or the pro-bono service available through Sport Integrity.

19. Can UK Sport provide a template or definitive list of data points expected in monthly management information reports?

Tenderers are asked to outline their 'bespoke' reports on information management, including trends, assessment uptake, geographical distribution, etc. There are no specific examples of a particular structure or format this should take, nor specific content this should cover. UK Sport is seeking your existing capabilities and best practice in respect of reporting to propose a suitable approach for this particular procurement, provided those core points set out in the criteria are adequately covered within that proposal.

20. The ITT (page 23) refers to "monthly bespoke management information reports, including data on assessment uptake and geographical distribution, particularly in high-density coaching locations." It would be helpful to see a template of a management information report of this sort to understand the deliverable end product.

Tenderers are asked to outline their 'bespoke' reports on information management, including trends, assessment uptake, geographical distribution, etc. There are no specific examples of a particular structure or format this should take, nor specific content this should cover. UK Sport is seeking your existing capabilities and best practice in respect of reporting to propose a suitable approach for this procurement, provided those core points set out in the criteria are adequately covered within that proposal.

21. Will UK Sport act as data controller, joint controller, or data processor regarding coach information shared with the Supplier?

This is set out in the contract as a controller / controller relationship. Please see clause 23 of contract.

22. Are representation in formal tribunal hearings (e.g. Employment Tribunal) included within scope or subject to separate approval?

This would be subject to separate case-by-case approval and for the avoidance of doubt would not form part of the retainer. Further specific details on this will be agreed and developed as part of the service protocol during the initial set up and organisation of the pilot scheme with the chosen supplier.

23. Are you able to identify and share the accurate and up to date list of the coaches that will be entitled to this service on an ongoing basis with the selected provider?

As per the ITT specification, approximately 450 coaches will be eligible to have access to this service. An up-to-date list of coaches meeting the eligibility requirements will be given to the selected service provider once work commences. This will be kept updated on an ongoing basis by UK Sport.

24. How do you envisage eligibility checks for the individual will work with the chosen provider?

All eligible coaches will be on a regularly updated membership list. Only those named on the list will be able to access the service. Any issues in access can be clarified between the UKS account holder and the service provider when required.

25. What are UK Sports proposing in relations to matters that become litigious & how these are handled? Would these matters sit outside of this contract?

This would be subject to separate case-by-case approval and for the avoidance would not form part of the retainer. Further specific details on this will be agreed and developed as part of the service protocol during the initial set up and organisation of the pilot scheme with the chosen supplier.

26. Does UK Sport anticipate full engagement from all 450 eligible coaches, or is there an estimated adoption percentage for planning purposes?

UK Sport is unable to provide an estimate adoption percentage for planning purposes as we realistically don't know what the engagement will be. This is one of the reasons we are running the pilot scheme to help us better understand the needs of the coaching community.

27. Can UK Sport confirm the minimum levels required for public liability and professional indemnity insurance, and whether these are expected to exceed £5 million?

See clauses 20 and 21 of the contract.

28. Do you require us to submit insurance certificates for the purposes of this tender? The Tender Declaration doesn't state what levels of insurance cover you require and in appendix 9 (the checklist) it states that insurance is to be submitted 'if UK Sport request it', so we assume we don't need to submit at this stage. It would be useful to know the levels of cover you require as well.

Levels of insurance are set out in clause 21 of the contract and suppliers are required to provide evidence on request.

29. Should the Supplier host educational content (videos, guides) or will UK Sport provide its own distribution platform?

UK Sport has its own distribution/online learning hub. All content will be accessible for the coaches via this portal.

30. Where do you expect the information relating to this service and education materials to sit? Will UK Sport will providing a space on their website or do you want the provider to provision an information hub?

UK Sport has its own distribution/online learning hub. All content will be accessible for the coaches via this portal.

31. Beyond static resources, does UK Sport require live webinars, workshops, or Q&A sessions as part of the service?

We are looking for anything that will empower coaches. The list in the ITT of “Guides, FAQs, and video content” is non-exclusive, and so if potential suppliers are able to provide other educational resources such as live webinars, workshops or Q&A sessions then we will consider those as part of the assessment process.

Please note that if suppliers are providing examples of live content to support their submissions, UK Sport would prefer screen shots or other examples (as opposed to links to other video content).

32. Do you expect the educational resources to be branded to UK Sport?

Educational resources shall be co-branded and will specify that they have been produced by the preferred supplier but funded by UK Sport.

33. If the pilot ends or UK Sport appoints a new Supplier after 2 years, what are the expectations for handover, including transfer of open cases?

An Exit Management Plan shall be agreed between the chosen supplier and UK Sport, and the supplier will cooperate with UK Sport in handing over all relevant matters and data to a replacement supplier, should that be the agreed approach. It will be for UK Sport and the chosen supplier to agree when it is appropriate for an outstanding matter to continue to be handled by the existing supplier or where it should be transferred to a new supplier. Whether a particular matter is being advised on under the monthly retainer or is an individual fee proposal may impact on the decision to remain with the supplier or be transferred.

34. Will the Supplier be expected to complete cases that extend beyond the contract term, and how will such work be funded?

An Exit Management Plan shall be agreed between the chosen supplier and UK Sport, and the supplier will cooperate with UK Sport in handing over all relevant matters and data to a replacement supplier, should that be the agreed approach. It will be for UK Sport and the chosen supplier to agree when it is appropriate for an outstanding matter to continue to be handled by the existing supplier or where it should be transferred to a new supplier. Whether a particular matter is being advised on under the monthly retainer or is an individual fee proposal may impact on the decision to remain with the supplier or be transferred.

35. How do you propose the supplier manages any ongoing support activity if the legal process extends beyond the contract period? Would the provider be expected to continue to support and / or would funding continue for the ongoing cases?

An Exit Management Plan shall be agreed between the chosen supplier and UK Sport, and the supplier will cooperate with UK Sport in handing over all relevant matters and data to a replacement supplier, should that be the agreed approach. It will be for UK Sport and the chosen supplier to agree when it is appropriate for an outstanding matter to continue to be handled by the existing supplier or where it should be transferred to a new supplier. Whether a particular matter is being advised on under the monthly retainer or is an individual fee proposal may impact on the decision to remain with the supplier or be transferred.