



## Oil and Gas appeals

### **1. Scope of agreement/ Services provided**

1.1 This agreement relates to services provided by Her Majesty's Courts & Tribunals Service in respect of work directly attributable to Oil and Gas Authority.

1.2 HM Courts & Tribunals Service agrees to administer Oil and Gas appeals to the First-tier Tribunal (General Regulatory Chamber) and any onward appeals to the Upper Tribunal (Administrative Appeal Chamber) from October 2016.

### **2. Payment**

2.1 The charge for start-up costs for these services in the 2016/17 financial year will be £6,923. This will include the administration and judicial costs of setting up the new right of appeal to the First-tier Tribunal and Upper Tribunal. This does not include the cost of necessary IT changes or a judicial recruitment trawl, which would be the subject of a separate financial agreement.

2.2 Any further amendments to existing policy or legislation, once the appeal right has been implemented and which result in increase to volumes, will also be subject to a separate financial agreement.

2.3 For the financial year 2016/17 and 2017/18 the charge for running costs in the First-tier Tribunal will be £28,120. This will cover 0-10 appeals received during that time. Running costs for onward appeals to the Upper Tribunal will be subject to a separate financial agreement.

2.4 An invoice for the amounts shown will be sent week commencing 3rd April 2017. Any appeals over ten in 2016/17 and 2017/18 will be invoiced, on a cost per case basis, of £2,812. Invoices will be issued quarterly in arrears once the 11<sup>th</sup> appeal is received.

2.5 In subsequent years, invoices based on actual appeals received will be issued quarterly, following receipt of the first appeal that year.

### **3. Review arrangements**

3.1 The agreement will last until the amount can be officially added to HM Courts & Tribunals Services' baseline at earliest available opportunity. Both parties can seek to review the agreement during the financial year 2017/18 with the intention of having a revised Agreement in place for the subsequent year. The review process will provide the opportunity to revise charges and/or services for the subsequent year.

3.2 The Public Service Agreement for departments includes a target to secure ongoing efficiency savings. Accordingly, the costs will be subject to annual review

for each year of the planning period, whilst maintaining levels and quality of service. The service provider confirms that these efficiency savings are factored into the administration charge outlined above.

3.3 The service provider will supply details of the calculation of the charge and confirm that it is the best available estimate of the costs involved.

**4. Dispute arrangements**

4.1 Both parties to the agreement will use their best offices to:

- (i) avoid disputes arising in the first instance, and
- (ii) settle disputes amicably if/when they do arise.

4.2 Where disputes do arise, the points at issue need to be documented in a format readily understood by a third party. Where necessary, disputes will be referred to senior management in the respective departments for resolution.

**5. Signatures**

Signature	Signature .....
Name in capitals... <i>RUSSEL RICHARDSON</i>	Name in capitals... <i>J. LATHAM</i>
Position Department... <i>COMPANY SECRETARY</i>	Position Department... <i>Deputy Director</i>
Date... <i>14 March 2017</i> <i>14/3/17</i>	Date... <i>30 March 2017</i>