PADDLE SCOTLAND

Delivery Centre Bespoke Agreement Policy

December 2025

This Delivery Centre Bespoke Agreement Policy sets out the process and criteria for providers to request adjustments to the standard terms set out in the Provider Service Agreement ("the Agreement") with the Delivery Centre. Its purpose is to ensure a transparent, consistent, and fair approach to considering bespoke contractual terms, while maintaining the integrity of the Delivery Centre's service standards.

*Where referring to Paddle UK Awarding Body this document will use the terminology of "Awarding Body".

Definitions 2
Procedure for Requesting a Bespoke Adjustment 2
Potential Outcomes 3
Documentation and Implementation 3
Precedent and Discretion 3
Appeals and Feedback 4
Policy Review Arrangements 4

Definitions

- **Provider**: An individual or organisation which has entered into, or seeks to enter into, a Provider Service Agreement with the Delivery Centre.
- **Bespoke Adjustment**: Any variation or amendment to the Delivery Centre's standard Provider Service Agreement terms, whether temporary or permanent.

Procedure for Requesting a Bespoke Adjustment

Step 1 - Submission of Request

- Providers wishing to make a request for bespoke adjustments must do so in writing, addressed to the Delivery Centre Manager.
- The request must specify:
    - The exact clause(s) in question.
    - The specific changes sought.
    - The grounds and justification for the request, along with any supporting evidence.

Step 2 - Acknowledgement

- The Delivery Centre Manager should acknowledge receipt of the request in writing within five working days of submission.

Step 3 - Initial Review and Clarification

- The Delivery Centre Manager will undertake an initial review of the request, and may contact the provider for further information or clarification.

Step 4 - Assessment and Consideration

- Requests are assessed on a case-by-case basis, considering:
    - Compliance with legal, regulatory, and safeguarding obligations.
    - Impact on service quality, operational processes, and other providers.
    - Risk, cost, and resource implications.

Step 5 - Decision and Notification

- A formal decision will be communicated to the provider within twenty one working days of the original request (or as soon as reasonably practicable in complex cases or due to holiday periods).

Potential Outcomes

- Approved in Full.
- Approved in Full with time limitation.
- Approved with modifications.
- Not approved (with reasons provided.

Documentation and Implementation

- All agreed adjustments must be documented as a formal written amendment to the relevant Provider Service Agreement, signed by both parties prior to implementation.
- No bespoke adjustment is effective until such an amendment has been approved and implemented.

Precedent and Discretion

- The granting of a bespoke adjustment to any provider does not create a binding precedent for any other other provider.

- The Delivery Centre reserves the right to exercise discretion in all cases and to refuse or withdraw adjustments if circumstances materially change.

Appeals and Feedback

Providers dissatisfied with the outcome of their request may seek review by submitting further written representations, following the Appeals Policy.

Providers are also encouraged to submit feedback on this process to support ongoing improvement.

Policy Review Arrangements

We will review this policy on an ongoing basis as part of our continuous improvement activity and revise it as and when necessary in response to customer and learner feedback, changes in our policies, and processes and actions from allegations.

In addition, we may update this policy in light of operational feedback to make sure our arrangements for dealing with suspected cases of malpractice and maladministration remain effective.