

CIVIL CONTRACT FOR SIGNATURE 2013

CONTRACT NUMBER < >

This Contract is made on the [insert day] day of [insert month] 2013

Between:

- (1) [Legal Services Commission] whose head office is situated at [102 Petty France, London, SW1H 9AJ] ("we/us/our"); and
- (2) [insert full name of provider] ("you/your") whose principal office is situated at [insert address] (the "Provider").

Background

- (A) On [insert date] we published certain invitations to tender for legal services in [insert Categories of Law].
- (B) You submitted a tender in respect of one or more of our invitations to tender.
- (C) Following our evaluation of your tender(s), we wish to appoint you to provide Contract Work in the [insert Categories of Law], as specified in your Schedule(s), and you are willing to provide the same and to accept such appointment on the terms and conditions of the Contract.
- (D) The relevant provisions of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 will come into force on the Transfer Day (as defined in Clause 1.2). For the avoidance of doubt, all references to "we/us/our" in the Contract before the Transfer Day will mean the Legal Services Commission and on and from the Transfer Day will mean the Lord Chancellor acting through the Legal Aid Agency.

1. Definitions and order of precedence

- 1.1 The expression "Standard Terms" shall mean the Standard Terms 2013. Words and expressions defined in the Standard Terms shall have the same meaning when used in this Contract for Signature subject to Clause 1.3.
- 1.2 The expression "Transfer Day" means the date specified in or for the purposes of paragraph 12 of Schedule 4 to the Act.
- 1.3 For the avoidance of doubt, in the event of any conflict between the provisions of this Contract for Signature and the Standard Terms (or any of the other Contract Documents) the provisions of this Contract for Signature shall prevail as further provided in Clause 12.1 of the Standard Terms (*Contract Documents and precedence*).

2. Contract Period

- 2.1 The Contract Start Date shall be [1st April 2013] and the Contract Period shall be the period of three years commencing on the Contract Start Date.
- 2.2 The Contract shall commence on the Contract Start Date and will, subject to early termination in accordance with the terms of the Contract (including this Clause 2), expire at the end of the Contract Period.
- 2.3 We may extend the Contract Period on any number of occasions and for any period provided that:
- (a) the minimum period of any such extension is three months; and
 - (b) the aggregate duration of all extensions to the Contract Period pursuant to this Clause 2.3 may not exceed two years.
- 2.4 To extend the Contract Period pursuant to Clause 2.3, we must give you at least three months' (in the case of the first extension) or one month's (in the case of any subsequent extensions) notice before the expiry of the current Contract Period.
- 2.5 Subject to clause 1, the Contract shall include the Standard Terms [as amended [by agreement] from time to time].

3. Conditions

- 3.1 We have granted this Contract on the following conditions:

Conditions
[List or state "None"] and [insert date conditions need to be completed by].

We may terminate this Contract pursuant to Clause 25.4(b) of the Standard Terms if you fail to meet any of such conditions.

4. Predecessor Bodies

For the purposes of Clause 1.27 of the Standard Terms the following include those organisations which are Predecessor Bodies:

[List or state "None"]

5. Annex

The annex to this Contract for Signature sets out information and terms specific to you as at the Contract Start Date. This information may be updated from time to time in accordance with the Contract, in such case we may issue you with an updated annex

which shall form part of this Contract for Signature from the date specified in that annex.

6. Counterpart

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract. No Contract shall be effective until each party has executed at least one counterpart.

Signed by Date

Status of signatory

Authorised signatory for and on behalf of the Legal Services Commission

Signed by Date

Status of signatory¹

Authorised signatory for and on behalf of [insert full name of Provider]

Type of organisation²:

By signing the above, you acknowledge and agree to be bound by the terms of this Contract for Signature and the terms and conditions of the Standard Terms which are found on our website.

This Contract must be signed for you by a person who can bind you to it. If you are a partnership, a partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, a director must sign. If you are a limited liability partnership, a designated member must sign. If you are an unincorporated charity, two trustees must sign. This Contract is valid only if it is signed by us by a person with the specific written authority of our Chief Executive and if any amendment is signed by a person authorised by the Lord Chancellor for that purpose.

¹ e.g. partner, designated member, director, trustees.

² e.g. partnership, incorporated practice, limited liability partnership, public limited company, private limited company, company limited by guarantee, unincorporated charity. Where appropriate state registration number.

Annex to the Contract for Signature

Issue number	Date of issue
<i>[insert number]</i>	<i>[insert date]</i>

A. Schedules

Your Schedule(s) are as follows:

Office address	Schedule reference
1. <i>[insert address]</i>	<i>[insert number]</i>
2. (etc)	

B Contact details

For the purpose of Clause 2.3 of the Standard Terms, as at the Contract Start Date your Contract Liaison Manager is as set out in the table below:

Contract Liaison Manager:	<i>[insert full name]</i>
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For the purpose of Clause 20.5(a) of the Standard Terms, your designated fax number, e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

Fax number:	<i>[insert fax number]</i>
E-mail address:	<i>[insert email address]</i>
DX number:	<i>[insert DX number]</i>
Postal address:	<i>[insert postal address]</i>
Telephone number:	<i>[insert telephone number]</i>

For the purpose of Clause 20.5(b) of the Standard Terms, our designated fax number, e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

Fax number:	<i>[01264 341 908]</i>
E-mail address:	<i>[insert email address]</i>
DX number:	<i>[328 London]</i>
Postal address:	<i>[Legal Services Commission 102 Petty France, London, SW1H 9AJ]</i>
Telephone number:	<i>[insert telephone number]</i>

C Quality Standard

For the purposes of the Contract, you must hold Lexcel or the SQM.

DRAFT