

2010 Standard Crime Contract - Contract For Signature

Between:

Legal Services Commission whose head office is situated at 4 Abbey Orchard Street, London SW1P 2BS (“we/us”); and

[*PROVIDER NAME*] (“you”) whose principal office is situated at [*ADDRESS*] (the “Provider”).

Declaration

1. By submitting a response to the PQQ and ITT, you acknowledge and agree that you are submitting to us one or more irrevocable binding offers (in accordance with clause 2 of this Contract for Signature) on the Terms and Conditions of Tender to enter into a contract with us on the terms and conditions of the 2010 Standard Crime Contract obliging you to perform Contract Work with effect from 00.01am on 14 July 2010 (the “Contract Start Date”).
2. You will be deemed to have submitted separate irrevocable binding offers on the terms set out in clause 1 of this Contract for Signature in respect of:
 - (a) each Office from which you propose to undertake Contract Work; and/or
 - (b) each Class of Work in which you propose to undertake Contract Work; and/or
 - (c) each Duty Solicitor Scheme of which you apply to be a member;

in each case in your response to the ITT. By including details in respect of any of items (a) to (c) above you acknowledge and agree that each of such offers is capable of acceptance by us either on its own or together with some or all of such other offers in any combination.

3. We may accept any of your irrevocable binding offers at our absolute discretion.

4. You certify that the information supplied in your response to the PQQ and ITT is accurate and up to date to the best of your knowledge at the date of submission. You understand and accept that the provision of false information could result in your rejection from this tender process and/or entitle us not to proceed with any decision made to award you a contract and/or entitle us to terminate the contract pursuant to Clause 25 of the Standard Terms.
5. You confirm that you are authorised on behalf of the Provider to complete and submit the response to the PQQ and ITT.

Definitions

6. Words and expressions defined in the Standard Terms shall have the same meaning when used in this Contract for Signature.

Formation of Contract

7. If we accept one or more of your irrevocable binding offers then a contract will come into force between us on the terms and conditions of the 2010 Standard Crime Contract on the date on which we notify you of our acceptance of such offers (such notice to refer to this clause) in writing (including via electronic means such as email).

Contract Period

8. You shall be obliged to undertake Contract Work with effect from the Contract Start Date for a period of three years from the Contract Start Date (the "Contract Period"), subject to clauses 9 to 11 of this Contract for Signature.
9. The Contract will, subject to early termination in accordance with the terms of the Contract (including clause 12 of this Contract for Signature), expire at the end of the Contract Period.
10. 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 may not exceed two years.

11. To extend the Contract Period pursuant to clause 10 of this Contract for Signature, 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 then current Contract Period.

Conditions

12. If you have stated in your response to the PQQ and ITT that you do not, as at the date of submission of your response, comply with the terms and conditions of the 2010 Standard Crime Contract in respect of the matters listed in (a) to (d) below but that by the Contract Start Date you will comply with such terms, then the Contract is conditional on you complying with such terms to our reasonable satisfaction by no later than 4pm on 15 June 2010 ("the Relevant Date") and we may terminate the Contract pursuant to Clause 25.4(b) of the Standard Terms if at the Relevant Date you do not comply with such terms to our reasonable satisfaction:

- (a) Office Location;
- (b) Supervisor standards;
- (c) Holding the Quality Standard as specified in your response to the PQQ and/or by passing your SQM desktop audit;
- (d) Indemnities (applicable to you if you are an organisation with limited liability but not if you are a registered charity).

Annex

13. The annex to this Contract for Signature (which shall be completed by us using the information you submit to us as part of your response to the PQQ and ITT on acceptance of any combination of your irrevocable binding offers) will set out the Offices, Duty Solicitor Schemes and Classes of Work covered by your Contract. It also 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 replace that version which is being updated and shall then form part of this Contract for Signature.

Annex to the Contract for Signature

Issue Number

Date of Issue

A. Authorised CDS work

Office Address	Classes of Work	Duty Schemes
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1.

2. (etc)

Paragraph A of the Annex is populated with details of the work that you are authorised to undertake under the 2010 Standard Crime Contract from the Contract Start Date. We will issue your first office-specific Schedules, which are Contract Documents, to you through the LSC Online Service in August 2010 and which will reflect the information in Paragraph A of the Annex. The Schedules will also contain additional information forming part of the terms and conditions of the Contract. Any updates to the work you are authorised to do under the 2010 Standard Crime Contract, during the Contract Period, will be reflected in any updated Schedules issued in accordance with the Contract and will be sent to you through the LSC Online Service. The LSC no longer intends to list all your Schedules in Paragraph A of the Annex. You will be able to access these Schedules on the LSC Online Service when they are available in August 2010.

B Contact Details

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

Contract Liaison ***[To be confirmed]***
Manager:

We will contact you to obtain details about your Contract Liaison Manager on or before 15 June 2010 and will send you an updated Annex through the LSC e-tendering system before the Contract Start Date that confirms this position.

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

Fax number:

E-mail address:

DX number:

Postal address:

Telephone
number:

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

Fax number:

E-mail address:

DX number:

Postal address:

Telephone
number:

C Quality Standard

For the purpose of the Contract, the Quality Standard you must hold is:

[Specify]

D Predecessor Bodies

For the purposes of Clause 1.27 of the Standard Terms, Predecessor Bodies include, without limitation, the following:

[To be confirmed]

We will contact you to obtain details about your Predecessor Bodies on or before 15 June 2010 and will send you an updated Annex through the LSC e-tendering system before the Contract Start Date that confirms this position.