

2013 Individual Criminal Case (ICC) Contract
(for organisations)
Contract for Signature

Contract number: _____

Defendant(s) name(s): _____

This Contract is made on the ____ day of _____

The Contract Start Date is _____

Between:

- (1) The Lord Chancellor whose head office is situated at 102 Petty France, London SW1H 9AJ ("we/us/our"); and
- (2) **[PROVIDER NAME]** ("you/your") whose principal office is situated at **[ADDRESS]** (the "ICC Provider").

BACKGROUND

(A) We wish to appoint you to provide ICC Work. You are willing to provide ICC Work and to accept such appointment on the terms and conditions of the 2013 ICC Contract and the rules set out in the Criminal Legal Aid (Remuneration) Regulations 2013.

1. Definitions

1.1 Words and expressions defined in the Standard Terms shall have the same meaning when used in this Contract for Signature, unless specified otherwise in clause 1.2.

1.2 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 1.4.

1.3 The following words and expressions shall have the following meanings when used in the 2013 ICC Contract:

"*Contract Liaison Manager*" has the same meaning as ICC Supervisor, as defined in the Specification;

"*Contract Manager*" means the ICC Case Manager, as specified in the Specification;

"*Contract Start Date*" means the date of the determination that an individual qualifies for criminal Legal Aid;

"*Contract Work*" means ICC Work, as defined in the Specification;

"*Personnel*" means members of your organisation;

"*Schedule*" is not defined and is not a Contract Document for the purposes of the ICC Contract; and

"*you*" means the 2011 ICC Provider named on the Contract for Signature and may include any employed and approved personnel (and "*your*" has the associated meaning).

- 1.4 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*) (as amended by Clause 3.1 of this Contract for Signature).

2. **Contract Period**

- 2.1 The Contract Start Date shall be the date recorded above in this Contract for Signature and the Contract Period shall be the period from the Contract Start Date to either (i) the date the final Claim for the ICC Work has been paid by us and there is no appeal in respect of the payment; or (ii) the date the final payment is made on the ICC Work following any decision made on appeal in respect of payment in accordance with this Contract; or (iii) the date of any decision to reject the appeal in respect of payment is made on the ICC Work in accordance with this Contract.

- 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 Contract for Signature), expire at the end of the Contract Period.

3. **Amendments to the Standard Terms for ICC Providers**

- 3.1 Clause 12.1 is deleted and replaced with the following:

12.1 The Contract Documents, being the documents which form part of this Contract, are listed below. We will provide you with signed copies (which may be an electronic copy) of the Contract for Signature. You

hereby acknowledge and agree that you have read and understood the Specification and Standard Terms (each of which are available on our website). Unless one provision is stated expressly to override, or to be subject to, another then, in the event of any conflict between any of the provisions of the Contract Documents, the conflict will be resolved according to the following order of priority:

- (a) the Contract for Signature (including the Annex);
- (b) the Specification; and
- (c) the Standard Terms;

3.2 Clause 25.3 in respect of termination of the contract by us shall be deleted and replaced with:

25.3 Where 25.4(a), (k) apply, we may serve a written notice on you terminating this Contract immediately or on the date specified in the notice.

3.3 Insert new Clause 25.4(k) ‘...where in accordance with the rules in the Specification, you transfer the Case to another ICC Provider’.

4. **Conditions**

4.1 We have granted this Contract on the following conditions:

Condition
<i>[List or state "None"] and [insert date condition(s) needs to be completed by].</i>

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

5. **Annex**

5.1 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 2011 ICC Contract, in such case we may issue you with an updated Annex which shall form part of this Contract for Signature.

By signing below, you acknowledge and agree to be bound by the terms of this Contract for Signature and the terms and conditions of the 2013 ICC Contract which can be 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 a person authorised by the Lord Chancellor.

Signed by Date

Status of signatory

Authorised signatory for and on behalf of the Lord Chancellor

Signed by Date

Status of signatory¹

Authorised signatory for and on behalf of [PROVIDER]

Type of organisation²:

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

A 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:	
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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:	
E-mail address:	
DX number:	
Postal address:	
Telephone number:	

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

Contract Manager	
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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:	
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E-mail address:	
DX number:	
Postal address:	
Telephone number:	

B Quality Standard

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