

Police Station Telephone Advice Contract 2020

Standard Terms

DRAFT

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1. Interpretation

1.1 In this Contract the following expressions have the following meanings:

"Act" means the Legal Aid, Sentencing and Punishment of Offenders Act 2012;

"Adviser" means a person who is appropriately accredited and qualified to give advice and assistance to Clients in accordance with the requirements of this Contract;

"Affiliate" means any other entity which directly or indirectly Controls, is Controlled by, or under direct or indirect common Control with you;

"Annex" means, unless expressly stated otherwise, an annex to this Contract;

"Agent" means an individual or organisation (other than Counsel) engaged by you to undertake Contract Work in accordance with the provisions of the Specification;

"Approved Third Party" means an individual or organisation engaged by you to undertake non-legal work ancillary to Contract Work, including experts and translators but excluding Agents and Counsel;

"Assessment" means an assessment by us or by a competent court or tribunal of the amount which (subject to the provisions of this Contract) is due in respect of a Claim (on an appeal or otherwise) and "Assess" and "Assessed" has the associated meaning;

"Audit" means:

- (a) an Official Investigation; and/or
- (b) an investigation by us in connection with the performance of your obligations and/or to check your compliance with your obligations under this Contract;

"Auditor General" means an officer of the House of Commons who exercises its functions in accordance with the Budget Responsibility and National Audit Act 2011;

"Authorisation" means any authorisation given for the purposes of section 5 of the Act or regulations made under that section;

"Bank Covenants" means the agreed performance guidelines set for your Bank Facilities (if any);

"Bank Facilities" means any overdraft limits or credit facility available to you and their associated terms;

"Bribery Legislation" means the Bribery Act 2010 and any subordinate legislation made under it from time to time together with any guidance or codes of practice issued by the Government concerning the legislation;

"Business Continuity Plan" means your written plan approved by us setting out the processes and arrangements which you will follow to ensure continuity of your business processes and operations following any disruption to the provision

of Contract Work or the operation of the DSCC and the recovery of the provision of Contract Work in the event of an Unplanned Interruption;

"*Business Day*" means any day except Saturday, Sunday and any bank or public holiday in England and Wales;

"*Business Hours*" means 9am to 5.30pm each Business Day;

"*Case*" means the referral of a Police Station Telephone Advice Only Case to you by the DSCC for the provision of advice and assistance to the Client by you over the telephone whilst such a Client is detained at the Police Station;

"*CDD Service*" or "*CDD Services*" or "*Criminal Defence Direct Service*" or "*CDD*" means the telephone based legal advice service specified and more particularly described as such within the Specification;

"*CEDR*" means the Centre for Effective Dispute Resolution;

"*Change of Control*" means a change of control that shall occur in respect of a person where:

- (a) Control of that person is obtained by any person who did not at the Contract Start Date hold Control of that person; or
- (b) a person who has Control of that person at any time during the Contract Period ceases to have Control of that person;

"*Charges*" means the charges payable by us for the provision of Contract Work being as set out in and calculated in accordance with the Payment Annex;

"*Claim*" means a claim for payment for Contract Work submitted on the Contract Report Form we specify for that purpose;

"*Clause*" means a clause in these Standard Terms (unless specified otherwise);

"*Client*" means an individual who has been detained at a Police Station in relation to a Police Station Telephone Advice Only Case and who is referred to you via the DSCC in order to receive advice and assistance;

"*Complainant*" means a Client or the Police or the DSCC or a Solicitor who raises a complaint in relation to the Service;

"*Complaints Annex*" means the Annex titled "Annex 5 – Complaints";

"*Comptroller*" means an officer of the House of Commons who exercises its functions in accordance with the Budget Responsibility and National Audit Act 2011;

"*Constable*" means a police officer, a British Transport Police officer, an officer of HM Revenue and Customs and any other official with a power of arrest by virtue of his or her office. It does not include any other investigators, e.g. government departments, local authority or Serious Fraud Office even if they have power to search premises or are required by section 66(9) of the Police and Criminal Evidence Act 1984 (PACE) to have regard to the PACE Codes of Practice;

"*Consultative Bodies*" means The Law Society, the Legal Aid Practitioners Group, the Bar Council and the Advice Services Alliance;

"Contract" means the agreement between you and us which consists of the Contract Documents;

"Contract Documents" means as specified in Clause 12.1;

"Contract for Signature" means the document of that name issued by us and signed by you and us in relation to this Contract;

"Contract Liaison Manager" means the member of your personnel nominated by you from time to time in accordance with Clause 2 to liaise with us on day to day matters concerning this Contract being, as at the Contract Start Date, as set out in your Contract for Signature;

"Contract Manager" means a person nominated by us from time to time in accordance with Clause 2 to liaise with you about this Contract;

"Contract Period" has the meaning given to it in the Contract for Signature;

"Contract Report" means a report providing information required by us on any aspect of your performance under this Contract, on the Cases commenced under it (including the Contract Work performed and the current position on each such Case and the names and addresses of Clients) and on invoices submitted and payments received;

"Contract Report Form" means such form as we may specify (in any format we specify, including electronic format) for making claims or for providing information about you and/or this Contract including, Contract Work, your performance under and compliance with this Contract or your legal status and constitution;

"Contract Review Body" and "CRB" means the body appointed in accordance with Clause 27.13 to determine formal reviews pursuant to Clause 27;

"Contract Start Date" means the date specified in your Contract for Signature as the date this Contract starts;

"Contract Work" means the provision of advice and assistance to Clients in Police Station Telephone Advice Only Cases in accordance with the requirements of this Contract;

"Control" means the possession by a person or body directly or indirectly of the power to direct or cause the direction of your management, policies or affairs (whether through the exercise of voting shares, by contract or otherwise) and "Controlled" and "Controllers" shall be interpreted accordingly;

"Counsel" means a barrister or solicitor with higher rights of audience in independent practice;

"Data Controller" means "Controller" as that term is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by you under this Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract including any Personal Data Breach;

"Data Protection Impact Assessment" means as specified in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"Data Protection Legislation" means the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), Relevant General Data Protection Regulations and all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of personal data and privacy to which a party is subject, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner's Office and any generally accepted code of good practice;

"Data Security Guidance" means our published guidance regarding compliance with the Data Security Requirements (which can be located on our website) as may be amended by us provided that had the Data Security Guidance been a Contract Document such amendments would not have been prohibited by Clause 13.1;

"Data Security Requirements" means our data security requirements (which can be located on our website) as may be amended by us provided that had the Data Security Requirements been a Contract Document such amendments would not have been prohibited by Clause 13.1;

"Data Subject" has the meaning set out in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"Direct Losses" means damages, losses, indebtedness, claims, actions, costs (including the cost of legal or professional services, legal costs being on an indemnity basis), expenses, liabilities, proceedings, demands and charges whether arising under statute, contract or at common law, but excluding Indirect Losses;

"Director" means the Director of Legal Aid Casework designated under section 4 of the Act;

"DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"Defence Solicitor Call Centre" or "DSCC" means the call centre set up and run by us or on our behalf for the purpose of receiving requests for Police Station Telephone Advice Only Cases (amongst other things);

"DX" means the document exchange service operated by DX Network Services Limited, whose registered office is situated at DX House, Ridgeway, Iver, Bucks, SL0 9JQ, and its successors and assignees;

"ECMS" means the electronic case management system which is owned by us which is used to capture all relevant Client and Case information and which you are required to use to record, manage and control Cases;

"ECMS User Account" means the individual user accounts created by the DSCC for each of your Advisers as further provided in Annex 4 – IT Requirements;

"Employee" has the meaning given to it in Clause 26.11;

"Employee Liability Information" means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of TUPE regarding any person employed by him who is assigned to the organised grouping of resources or employees which is the subject of a relevant transfer and also such employees as fall within Regulation 11(4) of TUPE and as further provided at Clause 26.11;

"Environmental Information Regulations" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Equality and Diversity Guidance" means our guidelines regarding Providers' compliance with equality and diversity legislation and Clause 5, as may be amended by us provided that had the Equality and Diversity Guidance been a Contract Document such amendments would not have been prohibited by Clause 13.1;

"Equality and Diversity Policy" has the meaning given to it in Clause 5.2(b);

"Excess Claims" means as specified in Clause 14.16;

"Exit Costs" means any costs payable by us in accordance with the provisions of Clause 26.7;

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to the same;

"Former Client" means a person for whom you have performed work under the Act, the Access to Justice Act 1999 or the Legal Aid Act 1988;

"Formal Dispute" means as specified in Clause 28.1;

"Fundamental Breach" means:

- (a) those matters specified in this Contract as being a Fundamental Breach; and/or
- (b) any breach of this Contract involving dishonesty by you or your personnel;

"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"GDPR" means Relevant General Data Protection Regulations;

"Good Industry Practice" means that degree of skill, care, diligence, prudence, timeliness, efficiency and foresight which could reasonably and ordinarily be expected from a skilled, experienced and professionally managed provider of legal services similar to those required to be provided under this Contract;

"Government Secure Intranet" means the UK Government's secure wide area network being a collection of secure networks including, but not limited to, the Government Secure Extranet (GSX), Criminal Justice Extranet (CJX) and Criminal Justice Secure eMail (CJSM);

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others;

"Head of Contract Management" means the person of that name nominated by us from time to time who has responsibility for managing Contract Managers;

"Implementation Plan" has the meaning set out in Annex 1 – Specification;

"Implementation Period" has the meaning set out in Annex 1 – Specification;

"Independent Peer Review Process" means the process by which an independent Audit of the standard of your Contract Work is performed by us, or on our behalf, of that name, in effect at the Contract Start Date, as may be amended by us provided that had the Independent Peer Review Process been a Contract Document such amendments would not have been prohibited by Clause 13.1;

"Indirect Losses" means loss of profit, loss of business, loss of business opportunity (in each case whether direct, indirect or consequential) or any other claim for special, consequential or indirect loss of any nature;

"Information" means information recorded in any form (save for the purposes of sections 51 (Information notices) and 75 (Power to amend or repeal enactments prohibiting disclosure of information) of the Freedom of Information Act 2000 where it shall also include unrecorded information);

"Interpretation and Translation Facility" means the interpretation and translation facility funded by us and provided by any such third party as we shall notify you of in writing from time to time for contemporaneous telephone interpretation for Clients on whose behalf Contract Work is being provided and who are not able to communicate in English;

"Invitation to Tender Documents" means those documents issued by us inviting you to tender for this Contract which refer to the Rejection Criteria;

"IT System" means the configuration of computer components comprising all the software owned by, or licensed to you by a third party (and any updates and enhancements to it), all hardware, telecommunications and network equipment used by you, together with any asset which relies in any respect on computer hardware or other information technology (whether embedded or not) which links the different parts of the system together;

"Joint Controllers" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"*Key Performance Indicator*" or "*KPI*" means the key performance indicators (or any of them) set out in the KPI Annex;

"*KPI Annex*" means the Annex titled "Annex 3 – KPI Annex";

"*LAA Data*" means:

- (a) the Data (including, drawings, diagrams, images or sounds (together with any database made up of any of these which is embodied in any electronic, magnetic, optical or tangible media)) which:
 - (i) are supplied to you by us or on our behalf;
 - (ii) you are required to Process pursuant to this Contract;
or
- (b) any Personal Data for which we are the Data Controller but not including the Shared Data;

"*Legal Aid*" means as specified in Part 1 of the Act;

"*Legal Aid Agency*" or "*LAA*" means the Executive Agency of the Ministry of Justice through which the Lord Chancellor acts to administer Legal Aid;

"*Legal Aid Legislation*" means the Act and statutory instruments made under that Act which are relevant to this Contract;

"*Letters of Clarification*" means any written response which you submit to us in respect of any request for clarification we make or further information we request in connection with your Tender Documents;

"*Lexcel*" means The Law Society's international practice management standard;

"*Licensed Body*" means the body or organisation which holds a licence in force under Part 5 (Alternative Business Structures) of the Legal Services Act 2007;

"*Lord Chancellor's Directions*" means any directions given by the Lord Chancellor under section 4 of the Act;

"*Lord Chancellor's Guidance*" means the guidance given by the Lord Chancellor under section 4 of the Act;

"*Market Research Society Code of Conduct*" means the Market Research Society's code of conduct that can be found at www.mrs.org.uk/standards/codeconduct.htm and is designed to support all those engaged in market, social or opinion research in maintaining professional standards;

"*Member (LLP)*" or "*Members of LLPs*" means a member of a limited liability partnership;

"*Month*" means a calendar month;

"*Not For Profit Organisation*" means a Provider that we recognise as aiming not to make a profit from performing Contract Work;

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of yours submitted to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging you under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which you were involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of yours submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Start Date or to a civil penalty for fraud or evasion;

"Office" means your office(s) from which any Contract Work is performed which must meet any requirements set out in the Specification;

"Official Investigation" means:

- (a) any investigation, of which you are aware, into suspected serious professional misconduct, breaches of the Act (or other legislation), or dishonesty by you or your personnel, being carried out by or authorised by:
 - (i) any organisation (including any Relevant Professional Body) which is responsible for regulating or disciplining you or your personnel;
 - (ii) us (including our investigation team);
- (b) any investigation by the police into suspected criminal offences relevant to your operations; or
- (c) any investigation, on reasonable grounds, authorised by us (including our investigation team) into suspected serious breaches of this Contract;

"Online Account" means your account with us for managing the electronic transmission of information between you and us through the Online Service from time to time in accordance with this Contract;

"Online Service" means our on-line system for managing the electronic transmission of information between us and Providers;

"Parent Undertaking" has the meaning given in Section 1162 of the Companies Act 2006 (as amended);

"Payment Annex" means the Annex titled "Annex 2 – Payment Annex";

"Peer Review" means the independent Audit of the standard of your Contract Work under the Independent Peer Review Process;

"Personal Data" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"Personal Data Breach" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"Police Station" means a police station or any other place in each case in England or Wales where a Constable is present and any place in England or Wales where a Services Person is assisting with an Investigation by Services Police.

"Police Station Telephone Advice Only Case" means a case where the Client requires the provision of the CDD Services.

"Predecessor Body" means an organisation related to you which previously held a contract with us including those organisations specified as such in your Contract for Signature (which shall not constitute an exhaustive list);

"Previous Contract(s)" means a contract or contracts held by you or by a Predecessor Body with us which is or are replaced by this Contract;

"Processing" means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations and "Processed" and "Process" shall be construed accordingly;

"Processor" means, where Personal Data is being Processed for Law Enforcement Purposes; and in all other circumstances, as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

"Prohibited Act" means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by us a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
 - (i) under Bribery Legislation;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with us; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud us;

"Promotional Items" means all intellectual property rights belonging to us or licensed to us, including any logos, trade marks (whether registered or unregistered), registered designs, unregistered designs, applications for and rights to apply for any of the foregoing, rights to prevent passing off for unfair competition and copyright in any materials supplied and approved by us in connection with the provision of Contract Work including signs, display materials, information, literature and other promotional items;

"Protective Measures" means the appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it;

"Provider" means a party (except us) to a contract with us in respect of the provision of Legal Aid;

"Qualifying Event" means those matters specified in this Contract as being a Qualifying Event;

"Quality Standard" means Lexcel or SQM as specified in your Contract for Signature or such other quality assurance standard approved by us from time to time;

"Reasonable Costs" means the reasonable actual costs and expenses incurred by us in carrying out any further Audit or under this Contract, including, but not limited to, reasonable travel and subsistence costs;

"Records" has the meaning given to it in Clause 8.3;

"Rejection Criteria" means the exclusion grounds which you responded to as part of your response to the LAA's Selection Questionnaire as further provided within the Invitation to Tender Documents;

"Relevant Professional Body" means the body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. For the avoidance of doubt this includes any relevant approved regulator for the purpose of the Legal Services Act 2007;

"Relevant Protected Characteristic" means age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation as provided for under section 149(7) of the Equality Act 2010;

"Relevant Tax Authority" means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which you are established;

"Remainder Work" means Contract Work that you are performing as at the date of termination and/or expiry of this Contract;

"Replacement Provider" means any replacement Provider appointed by us to provide services on or after the expiry or termination of this Contract the same as or similar to Contract Work carried out by you at or prior to expiry or termination;

"*Report*" means a report (written or oral) about you or your personnel from an organisation that may carry out an Official Investigation;

"*Request for Information*" means a request or an apparent request for information held by or on behalf of us for the purposes of FOIA or the Environmental Information Regulations;

"*Researcher*" means a person appointed by us to carry out research into the operation of this Contract;

"*Sanction*" means any of the individual sanctions (listed 1 to 8 in Clause 24) that we may apply in accordance with Clause 24 or pursuant to any other term of this Contract;

"*Service Commencement Date*" means the date set out in your Contract for Signature;

"*Services*" or "Service" means the CDD Services;

"*Service Hours*" has the meaning given in Paragraph 2.2 of Part A of the Specification;

"*Services Person*" means a person assisting with an investigation by the Services Police;

"*Services Police*" means a member of the Royal Navy Regulating Branch, the Royal Military Police, the Royal Air Force Provost Officers or members of the Royal Air Force Police;

"*Shared Data*" means Personal Data which is Processed in connection with the performance of this Contract by you in respect of which you are a Data Controller either alone or jointly with the LAA which will be transferred from you to the LAA or which the LAA is entitled to request in accordance with this Contract including documents held on Contract Work files which are necessary for the conduct of the relevant Case and which we may require in order to assess your compliance with your obligations under this Contract;

"*Specification*" means the technical specification of the Services as set out in the Specification Annex;

"*Specification Annex*" means the Annex titled "Annex 1 – Specification";

"*SQM*" means the specialist quality mark standard specified by us as at the Contract Start Date and as may be amended by us provided that had the SQM been a Contract Document such amendments would not have been prohibited by Clause 13.1;

"*Standard Terms*" means these Police Station Telephone Advice Contract 2020 Standard Terms including Annexes;

"*Supervisor*" means a person appointed by you in accordance with the Specification and who meets the standards set out in the Specification (and "*CDD Supervisor*" has the same meaning;

"*Tender Documents*" means any documents, including any Letters of Clarification, that you have submitted to us either in response to an invitation to tender with a view to obtaining this Contract and/or where you are seeking

authority from us under this Contract (including authority to carry out specified work);

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"U.K." means the United Kingdom of Great Britain and Northern Ireland;

"Ultimate Parent Company" means a Parent Undertaking (if any) of the relevant person which is not a subsidiary undertaking of any other person (where "subsidiary undertaking" has the meaning given in Section 1162 of the Companies Act 2006 (as amended));

"Unplanned Interruption" means any unplanned interruption of your IT System (whether of information processing facilities or systems or otherwise) which significantly impairs your ability to perform Contract Work (in whole or in part) in accordance with the terms of this Contract;

"VAT" means value added tax;

"we" and "us" means the Lord Chancellor acting through the LAA (and "our" has the associated meaning); and

"Welsh Language Commissioner" means the independent body established by the Welsh Language (Wales) Measure 2011 whose aim is to facilitate and promote the Welsh language;

"you" means the Provider under this Contract (and "your" has the associated meaning).

- 1.2 Clause and paragraph headings in this Contract are inserted for convenience only and do not affect its interpretation.
- 1.3 Words denoting the masculine, the feminine or the neuter include the masculine, the feminine and the neuter. Words denoting the singular include the plural and vice versa.
- 1.4 Reference to any Legal Aid Legislation and other legislation (including any subordinate legislation made under it or them) is, as the context requires, a reference to any substitute for, amendment, variation or re-enactment of, it or them and any subordinate legislation made under it or them (whether on or after the date of this Contract) and is a reference to any legislation which supersedes it or them and/or any subordinate legislation made under it or them and includes any new Legal Aid Legislation in force on or after the date of this Contract.
- 1.5 References to "approval" mean approval as provided by this Contract or, if no express provision is made by this Contract, to approval in writing.
- 1.6 References to "authorising" or "authority" mean authorising or authority as provided by this Contract or, if no express provision is made by this Contract, to authorising or authority in writing.
- 1.7 References to "direction" mean direction as provided by this Contract or, if no express provision is made by this Contract, to direction in writing.
- 1.8 References to "notifying", "notification" or "notice" mean notifying, notification or notice as provided by this Contract.

- 1.9 Any obligation relating to sending, or to the completion and submission, of any form designated or specified by us (or to "our form") includes the obligation properly and fully to complete and promptly to submit the form by such means and in such a format as we may reasonably specify (from time to time).
- 1.10 Unless otherwise specified, reference to any Contract Document, or to any document or other provision described as "current", means the Contract Document, document or other provision in its current form from time to time, and not merely as at the date this Contract comes into force.
- 1.11 Reference to any payment rate as "current" means the payment rate in its current rate from time to time and not merely as at the date this Contract comes into force.
- 1.12 Any obligation that requires you to have performance and compliance policies, systems, procedures or controls in place includes the obligation effectively to operate them at your own cost.
- 1.13 Where, in relation to any options available to us under any Clause, those options are joined by the word "and" (as in, we may, "a", "b" and "c") and/or where we use a semi-colon in this Contract, our choice is not restricted to selecting all options or no options but extends to selecting any one or more of them.
- 1.14 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "in particular", "include", "includes", "included" and "including" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the of the words preceding those terms.
- 1.15 Any reference to this Contract, or any part of it, ending or terminating means (unless otherwise stated) ending in any manner and not merely by effluxion of time.
- 1.16 Any reference to this Contract, or any part of it, expiring means expiring by effluxion of time (and "expiry" has the associated meaning).
- 1.17 Any reference in this Contract to expiry or termination includes unless otherwise stated expiry or termination of part of this Contract.
- 1.18 References to "documents" includes documents on paper and documents, sound and pictures (still and moving) stored in other media (including in electronic format, digitally, on disk and on computer).
- 1.19 References to "company" include, except where the context requires otherwise, a limited liability partnership.
- 1.20 References to "personnel" means employees (including Employees), self-employed personnel, agency workers, partners (partnership), directors (company) and Members of LLPs (and furthermore in respect of your personnel includes your Agents and sub-contractors but does not include Counsel and Approved Third Parties).
- 1.21 References to "partner" include a person held out as a partner of a partnership.
- 1.22 References to a "director" include "Members of LLPs", except where the context requires otherwise.

- 1.23 Where we are able to exercise any function or power under this Contract, it may be exercised by any individual or body lawfully authorised to do so by us.
- 1.24 References to "person" include individuals, bodies corporate, partnerships, limited liability partnerships, unincorporated associations and other bodies.
- 1.25 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

Continuity

- 1.26 Except as provided by the relevant Contract Document in relation to fees, remuneration and other related matters, if this Contract replaces a Previous Contract, the terms of this Contract apply to all work in progress from the Contract Start Date (subject always to the definition of "Case Fee" in Annex 2 – Payment Annex). In all other respects (unless specifically stated otherwise) this Contract is to be treated as a seamless continuation of the Previous Contract(s). This means (without limitation) that:
- (a) any monies payable under the Previous Contract(s) are payable under this Contract (and any credit or debit balance, on your account with us under the Previous Contract(s), is a credit or debit balance under this Contract);
 - (b) any notices issued (and any Audits and Assessments) under the Previous Contract(s) have effect under this Contract;
 - (c) any appeals or applications for review under the Previous Contract(s) continue under this Contract and any consequent decisions have effect under this Contract; and
 - (d) any provisions which permit you to continue to provide work after the Previous Contract (or part of it) has ended in such Previous Contract do not apply on that contract's ending. For the avoidance of doubt this means that work which would otherwise have been undertaken pursuant to any Previous Contract as "remainder work" should be undertaken as Contract Work pursuant to this Contract.

2. Relationship and communication

Your suitability to hold this Contract

- 2.1A When you tendered for this Contract you provided information which allowed us to refer to and rely upon your previous responses to Rejection Criteria (as provided for in the Invitation to Tender Documents) in order to determine your suitability to hold this Contract. If, during the Contract Period, a Qualifying Event occurs we will require you to submit revised responses to the Rejection Criteria which we will assess to determine whether you remain suitable to hold this Contract. Where we determine that you are no longer suitable to hold this Contract we shall terminate this Contract under the provisions in Clause 25.

Duty to act in good faith and obtaining value for money

- 2.1 In relation to this Contract, you and we will act in good faith.
- 2.2 Without prejudice to more specific provisions of this Contract and to your professional obligations in respect of Clients, you and we agree to work together openly and with mutual trust and co-operation in order to achieve value for money and to ensure that public money is spent with probity, accountability and in the public interest.

Communicating with each other

- 2.3 You must, subject to Clause 10.4, nominate a Contract Liaison Manager to liaise with us and we will nominate a Contract Manager to liaise with you about this Contract. You must notify us promptly and in any event within five Business Days of any change in your Contract Liaison Manager.
- 2.4 The Contract Liaison Manager and Contract Manager must be competent, and have sufficient authority, to deal with issues that might be expected to arise in connection with performance and payment under and compliance with this Contract.
- 2.5 All communications under or in connection with this Contract (including between our personnel and your personnel) must be conducted in a polite and professional manner.
- 2.6 Both parties agree that good communication between their personnel is key to the effective operation of this Contract and agree to ensure that their personnel understand this and to provide relevant training if they consider it appropriate.
- 2.7 If your personnel do not conduct communications with our personnel at all times in accordance with Clause 2.5 we may report the matter to your senior management. We may also do any or all of the following:
- (a) meet with your senior management to discuss the matter;
 - (b) report the matter to the Relevant Professional Body;
 - (c) apply a Sanction.
- 2.8 Both parties agree to investigate any complaints of breach of this Clause 2 by any member of their personnel and to take appropriate action (including, where appropriate, notifying the other party of the action taken). Where a complaint is justified, "appropriate action" is within the discretion of the relevant party but

might include requiring the person concerned to undergo relevant training (including training on the purpose of this Contract and this Clause 2).

- 2.9 As well as a postal address or DX number and telephone number, you must have operational email addresses (which must meet the requirements of Clause 7.15A(d) and include your designated email address required by Clause 20.4) to which we may send you electronic communications. You must monitor your emails frequently each Business Day. You must communicate with us electronically (including under Clause 7.17) when we require you to under and in accordance with the terms of this Contract.

Communications with the media

- 2.10 Subject to your Client's consent, you must promptly notify our Contract Manager of any Case which is of special interest to the public or the media.
- 2.11 Subject to your Client's consent, in respect of Cases, you must acknowledge in any communication between you and the media that such Case (where the context requires) is or was Legal Aid work.

Third party rights

- 2.12 Except as stated in Clause 26.18, the parties to this Contract do not intend that any of its terms will be enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999. The parties reserve the right to rescind and/or vary this Contract without the consent of the entity which is from time to time the operator of the DSCC or the Replacement Provider.
- 2.13 Not used.

Independent provider of legal services

- 2.14 You are, and acknowledge that you are, an independent provider of legal services. You are not our employee, agent or partner (in law) and must neither act as such nor so as to give the impression that you are our employee, agent or partner (in law).
- 2.15 We will not incur any contractual liability to any Client, or to any other person or organisation, as a result of anything done (or omitted to be done) by you in connection with this Contract.

Responsibility for your personnel

- 2.16 You shall be responsible for the acts and omissions of all personnel who you engage or employ in relation to the fulfilment of your obligations under this Contract.

3. Working with third parties

Performing Contract Work yourself

3.1 This Contract is personal to you. Subject to Clause 3.2, you must not give, bargain, sell, assign, transfer, mortgage, charge, declare a trust over or otherwise dispose of the benefit of any of your rights, or sub-contract, novate or otherwise delegate any of your obligations or deal in any other manner with your rights and obligations, under this Contract without our prior written consent. Any breach of this Clause 3.1 shall be a Fundamental Breach.

Sub-contracting, Agents, Counsel and Approved Third Parties

3.2 For the purposes of Clause 3.1, we consent to you:

- (a) sub-contracting your obligations under this Contract to the extent specified in your Contract for Signature;
- (b) appointing Agents to undertake Contract Work in accordance with the Specification and subject to the terms of this Contract;
- (c) appointing Counsel to undertake Contract Work in accordance with the Specification and subject to the terms of this Contract; and
- (d) appointing Approved Third Parties to undertake Contract Work in accordance with the Specification and subject to the terms of this Contract.

Your responsibility for third parties

3.3 You will remain responsible to us for the fulfilment of all of your obligations under this Contract irrespective of whether you have entered into a sub-contract or appointed an Agent, Counsel or Approved Third Party in respect of the same. If you appoint:

- (a) sub-contractors or Agents pursuant to this Clause 3 you are responsible for ensuring that:
 - (i) their work is properly supervised;
 - (ii) supervision of them is, in all respects, equal to your supervision of your employees in accordance with the Specification;
- (b) any person pursuant to this Clause 3 you are responsible for ensuring that:
 - (i) all payments are made to them for their work within 30 days from receipt of a valid invoice;
 - (ii) their work complies with the requirements of this Contract; and
 - (iii) the use of such persons does not increase the costs payable by us; and
 - (iv) all arrangements made for the management and delivery of their work comply with the standards and requirements of this Contract.

- 3.4 If an Approved Third Party, Agent, Counsel or a sub-contractor ceases providing services to you, you are responsible for ensuring that you continue to fulfil your obligations under this Contract. You must also promptly notify us if you become aware that you are unlikely to be able to fulfil your obligations under this Contract due to the expiration or termination of arrangements with an Approved Third Party, Agent, Counsel or any of your sub-contractors.
- 3.5 You must also promptly notify us of any termination or expiry of any arrangements between you and any of your sub-contractors.

Can we specify criteria for third parties who may be instructed?

- 3.6 We may require that Agents, Approved Third Parties and Counsel appointed by you in relation to Contract Work must possess such experience, qualifications, or be members of such panel, or hold such accreditation as we may specify in the Specification and may from time to time specify Counsel, Agents and Approved Third Parties who may not be appointed.
- 3.7 Not used.
- 3.8 Not used.

Access you, your Agents and sub-contractors must give to us

- 3.9 You must ensure that any agreement you have with any sub-contractor you appoint pursuant to Clause 3 includes a directly enforceable right for us to enter their premises and Audit the Contract Work that they have undertaken to the same extent as we have the right to enter your premises and Audit the Contract Work that you have undertaken in accordance with this Contract.
- 3.10 If you appoint an Agent, you agree that we may rely on Clause 9.2 to Audit the Contract Work they undertake directly.
- 3.11 If you are appointed as an "Agent" by another organisation, you will comply with any request from such organisation or from us to provide records or to provide such information as we may reasonably request, in respect of the activities undertaken by you in your capacity as "Agent" or in connection with any Audit we undertake in respect of the organisation by which you are appointed as an "Agent" as if such request was made under this Contract. In order to give effect to this provision, the definition of "Agent" and requirements within Clause 9 shall be construed accordingly.

Terminating your arrangements with third parties

- 3.12 Without limiting our rights under Clause 24 and/or 25, we may require you to terminate your arrangements with any Approved Third Party, Agent, Counsel or sub-contractor (and not use such Approved Third Party, Agent, Counsel or sub-contractor to undertake Contract Work or work in relation to Contract Work) if the standard of such work undertaken by or any other acts or omissions of such Approved Third Party, Agent, Counsel or sub-contractor is or are such as to entitle us to terminate this Contract (including pursuant to Clause 24.14).

4. Financial disclosure and risk

Audited or certified accounts

- 4.1 You must maintain annual accounts as required by applicable law (including the Companies Act 2006) and in accordance with any Relevant Professional Body rules, which as a minimum must include the following:
- (a) profit and loss accounts;
 - (b) a balance sheet;
 - (c) a cash flow statement for the accounting period;
 - (d) full notes to the accounts which must include a complete statement of all the accounting policies adopted;
 - (e) where relevant, as specified in the Specification, details of all payments received by you from us in the relevant accounting period together with explanatory notes in respect of such accounts;
 - (f) in the case of a Not For Profit Organisation, such other accounts as may have to be submitted to the Charity Commission of England and Wales and/or the Registrar of Companies.
- 4.2 Each annual accounting period must start when the previous one ended. You must have your accounts audited or examined as required by applicable law (including the Companies Act 2006) and in accordance with any Relevant Professional Body rules. You must produce evidence from the auditor or examiner confirming the results of the audit, or examination, and the outcome to us when requested pursuant to Clause 9.1. You must notify us within 14 days if the auditor or examiner either refuses to certify your accounts or qualifies them.

Financial disclosure

- 4.3 You must disclose your annual accounts to us in accordance with any Relevant Professional Body rules when requested pursuant to Clause 9.1.
- 4.4 In addition and without limiting Clause 9.1, if:
- (a) you are under Official Investigation;
 - (b) your accounts are not audited and/or certified by an independent accountant or the independent auditor qualifies your accounts;
 - (c) your financial position is such that we consider that there is a significant risk to your Clients or public funds; or
 - (d) we have any reasonable concerns about your financial position;

you must within 14 days of our request disclose to us such other financial information as we reasonably require about you (including information about your monthly management accounts, Bank Covenants, Bank Facilities and your and your partners' and/or directors' loan agreements and details of other assets and liabilities) and about Contract Work (and any other work secured by us).

Indemnities and guarantees from Providers

- 4.5 If you are a limited company or an organisation with limited liability or if you are a partnership and any of your partners is an organisation with limited liability, then, unless you are a registered charity, we may at any time while this Contract is in force, require from you, and you must provide to us, guarantees and indemnities by such date and in such form as we may reasonably request from the ultimate owners of your organisation and/or such persons as we might reasonably regard as being Controllers and/or senior managers of your organisation and/or where you are a limited company, from any company which is your holding company.
- 4.6 Without prejudice to any other obligation under this Contract you must immediately inform us of any change in, or addition to, your owners (including without limitation partners, Members of LLPs, shareholders and directors) or Controllers and ensure that such persons each provide indemnities and guarantees by such date and in such form as we may reasonably request.

Maintaining financial records

- 4.7 You must maintain records of the information referred to in Clauses 4.1 and 4.4 in accordance with Clause 8.6.

5. Equality and diversity

Our obligations

5.1 We have a duty, in accordance with section 149 of the Equality Act 2010 to have due regard to the need to:

- (a) eliminate discrimination, harassment, victimisation and any other conduct prohibited by or under the Equality Act 2010;
- (b) advance equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a Relevant Protected Characteristic and persons who do not share it,

and you must use your best endeavours to assist us, and to co-operate with us, to enable us to comply with our duties.

Your obligations

5.2 To help us to comply with our duty under the Equality Act 2010, you must:

- (a) have regard to the Equality and Diversity Guidance;
- (b) have a written equality and diversity policy that, as a minimum, must include:
 - (i) a commitment to the principles of equality and diversity and to observing legislative requirements;
 - (ii) how you will meet the diverse needs of the Clients and local community or communities that you serve;
 - (iii) how you will implement, monitor, evaluate and update the policy;
 - (iv) how you intend to ensure equality in relation to your personnel, Clients, potential Clients and other third parties appointed by you in accordance with Clause 3;
 - (v) identification of a senior person within your organisation with responsibility for the policy and its effective implementation;
 - (vi) how complaints and issues are to be dealt with;
 - (vii) requirements that no members of your personnel unlawfully discriminate in dealings with other members of your personnel, Clients, potential Clients or other third parties appointed by you in accordance with Clause 3,the "Equality and Diversity Policy";
- (c) have and implement an equality and diversity training plan for your personnel;

- (d) have and implement a communications plan to promote your policies and procedures for ensuring that your services are accessible for people with a disability and meet the language needs of the Clients you serve in your locality; and
 - (e) review any of your policies and plans referred to above in operation at least once during the Contract Period (and more regularly if you or we identify any non-compliance with your Equality and Diversity Policy or plans or any failure of your Equality and Diversity Policy to comply with Clause 5.2(b) or complaints relating to equality and/or diversity are made by Clients, potential Clients or your personnel). You must take prompt and effective corrective action if you identify any such non-compliance or receive any such complaint (including undertaking additional reviews), or if you are failing to meet the objectives contained within such policy and plans and/or if such policies and plans do not comply with this Contract.
- 5.3 Without limiting the generality of any other provision of this Contract, you must not unlawfully discriminate, and must take all reasonable steps to ensure that your personnel do not unlawfully discriminate as provided by the Equality Act 2010.
- 5.4 Without limiting the generality of any other provision of this Contract, you must not have been found by a competent court or tribunal at any time to have unlawfully discriminated against any Client or potential Client.
- 5.5 To help us to comply with our statutory obligations in relation to equalities and diversities, you must at our request use your best endeavours to provide us with equality and diversity information in accordance with the Equality and Diversity Guidance. This includes information about Clients (including on gender, race, ethnicity, age and disabilities) and your personnel. This helps us to carry out equality impact assessments and make decisions that better take account of any equality and diversity needs of Clients and potential Clients.

6. Logos and marketing

Use of Promotional Items and other intellectual property

- 6.1 While this Contract is in force you may describe yourself as a Provider and may use Promotional Items in accordance with our quality mark guidelines published on our website from time to time.
- 6.2 You will not:
- (a) use, market or exploit the Promotional Items for any purpose other than in accordance with the provisions of this Contract;
 - (b) adopt, use or register any word or symbol or combination of words or symbols which is confusingly similar to any trademarks or logos used by us (whether registered or not); or
 - (c) use in connection with this Contract any other trade mark, service mark and/or logo that so nearly resembles one or more of our trade marks (whether registered or not) as to be likely to cause confusion or deception.
- 6.3 The benefit of the use of the Promotional Items and any additional goodwill accrued as a result of your activities under this Contract will vest in and is hereby assigned to us. You agree to execute such documents and do such other things as we may reasonably request, including after this Contract ends, to confirm any such rights to us.
- 6.4 If any use by you of the Promotional Items does not conform in any respect with the use as approved by us, we may so inform you and you must cease such use immediately.

Restrictions on how you may market your services

- 6.5 Neither you, nor any person representing you, (either directly or indirectly) may market your ability to perform Contract Work by any means of:
- (a) unsolicited visits;
 - (b) unsolicited telephone calls;
- and any work carried out for any person who contacted you as a result of (a) to (b) above is not Contract Work (and is not payable by us).
- 6.6 Neither you, nor any person representing you, may provide any inducement, including any money or other gifts to a Client or potential Client.

Restrictions on the name of your organisation

- 6.7 You may not name or describe your organisation to any person (whether verbally or in written form) as:
- (a) a community legal advice centre ("CLAC") commissioned by the Legal Services Commission either on its own or jointly with another body;
 - (b) a community legal advice network ("CLAN") commissioned by the Legal Service Commission either on its own or jointly with another body;

- (c) the "LAA Criminal Defence Service ("CDS")" established under the Access to Justice Act 1999;
- (d) the "LAA Community Legal Service ("CLS")" established under the Access to Justice Act 1999;
- (e) or any name which in our reasonable view is confusingly similar to those listed in Clause 6.7(a) to (d) above,

without our prior written consent.

Paying referral fees

6.8 You must not make any payment, or provide any other benefit, to any third party (including any other provider) for the referral or introduction (directly or indirectly) of any Client or potential Client to you.

Receiving referral fees

6.9 You must not receive any payment, or any other benefit, from any person or body (including any other provider) for the referral or introduction (directly or indirectly) of any Client or potential Client by you unless the services to be provided pursuant to the referral or introduction are not services for which the Client or potential Client would be eligible under the Legal Aid Legislation.

Payment presumption

6.10 Where you:

- (a) make any payment or provide any other benefit; or
- (b) receive any payment or any other benefit;

in circumstances that suggest a possible breach of Clauses 6.8 or 6.9, the presumption will be that the payment or benefit was made, provided or received in breach of this Contract and the onus will be on you to show that was not the case.

6.11 For the purpose of Clauses 6.8 to 6.10, payment or receipt of payment for Contract Work properly due under the terms of this Contract in compliance with Clause 14.2 to 14.5 inclusive is not a "payment" or "other benefit".

7. Your obligations, looking after Clients, compliance and self-monitoring

Providing Contract Work

7.1 You must provide the Services and Contract Work at all times throughout the Contract Period in order to meet and comply with all requirements of the Contract Documents.

Clients' interests and independence

7.2 In performing Contract Work, you must act in the best interests of your Clients and be uninfluenced by any factor other than the Clients' (and potential Clients') best interests. Any breach by you of this Clause 7.2 will be deemed to be a Fundamental Breach.

7.3 If you become aware of any act or omission that would justify a claim against you by a Client, you must promptly advise the Client to obtain independent advice (and keep a copy of your letter on the Client's file).

Indemnity insurance

7.4 You must have and maintain during the Contract Period and for a period of six years following the expiry and/or termination of this Contract, professional indemnity insurance with an insurer who is regulated by the Financial Conduct Authority and which is sufficient to cover your liabilities under this Contract, having due regard to the type of Contract Work you undertake and the associated risks.

7.5 Subject to Clause 7.4, unless you are a registered charity, as a minimum, you must have professional indemnity insurance which provides at least the cover required for you as specified by any Relevant Professional Body from time to time. If you are a registered charity, you must have professional indemnity insurance which is compliant with the requirements of any Relevant Professional Body and which must as a minimum be reasonably equivalent to that required under the Solicitors Regulation Authority's indemnity insurance rules taking into account the nature and extent of the risks associated with the work you undertake.

Demonstrating compliance to us

7.6 You must demonstrate to our reasonable satisfaction that you are complying with, and have at all times while it has been in force complied with, this Contract. You must demonstrate this when we are Auditing you and at such other times as we may require in accordance with this Contract.

Client service, file management and monitoring your performance

7.7 You must have client service procedures that ensure that Clients are provided with appropriate information (including where relevant, information on costs incurred) in respect of their Case.

7.8 You must effectively monitor your performance under, and compliance with, this Contract. You must take prompt and effective corrective action if your monitoring identifies any failure of or deficiency in performance or compliance, in particular in respect of the following:

- (a) the quality of your advice to, and other legal work for, Clients;

- (b) the quality of your Client service; and
- (c) Clients' perceptions of the service they have received from you,

and as part of this monitoring, you must undertake periodic Client satisfaction surveys.

7.9 You must have and comply with a procedure for dealing with Client complaints. Such procedure must comply with Annex 5 – Complaints Annex and enable you to determine such complaints rapidly and fairly and include a process for review of Client complaints and corrective action to prevent any future similar complaints.

7.10 Not used.

Legislation and rules you must comply with

7.11 You must comply with all relevant legislation (including all Legal Aid Legislation). Where you provide Contract Work within Wales, you should ensure it is accessible to, and understandable by, Clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other statutory instruments which come into force from time to time under the Welsh Language Act 1993. You shall comply with all guidance, codes of conduct and compliance notices that are issued by the Welsh Language Commissioner from time to time. Where you carry out Contract Work, without limiting your foregoing obligations, you must, in complying with Legal Aid Legislation, have regard to the Lord Chancellor's Guidance and must comply with the Lord Chancellor's Directions and the terms of any Authorisations.

7.12 You must comply with any Relevant Professional Body rules.

Consents, authorisations and licences you must have

7.13 You must obtain and maintain in force throughout the Contract Period all licences, permissions, authorisations, waivers and consents required from time to time to perform Contract Work (including those required by any Relevant Professional Body).

7.14 You must notify us in writing in accordance with Clause 21.8 if you are unable to comply with your obligations in Clause 7.13. Any material breach by you of Clause 7.13 will be deemed to be a Fundamental Breach. You will take appropriate action to remedy such breach. Any such action taken by you shall not affect any rights and remedies we may have in relation to the breach.

Claiming payment from Clients or Former Clients

7.15 Except where this Contract or Legal Aid Legislation so provides, you must not claim or seek to claim any payment from any Client or Former Client for any Contract Work or for any work that was performed in your or your Client's or Former Client's reasonable belief that it was Contract Work.

IT System

7.15A You must have an IT System which enables you to perform your obligations under this Contract. Your IT System must include the following as a minimum:

- (a) a system to enable you to identify Client conflicts;

- (b) access to our website;
- (c) access to the ECMS; and
- (d) at least one operational email account, which must:
 - (i) be able to send and receive emails, which may contain sensitive information, over the Government Secure Intranet; and
 - (ii) be used by you as the address by which the criminal justice agencies (including prosecution and police) serve or make available evidence and communicate electronically with you; and
- (e) a system that must be capable of being used by you to work electronically within the criminal justice system and with other criminal justice agencies (including the prosecution and police). This means (without limitation) that the system must be:
 - (i) able to accommodate and accept evidence. You will use this system to accept evidence that is served or made available by the criminal justice agencies (including the prosecution and police) (electronically or otherwise), in accordance with the Criminal Procedure Rules; and
 - (ii) capable of being accessed and used by you remotely (for example at courts and police stations).

The ECMS User Account

- 7.16 Each Adviser must have an ECMS User Account.
- 7.17 If we require you in accordance with the Contract to provide information in connection with Contract Work to us electronically, including through your ECMS User Account, you must do so and, subject to Clause 7.18, we will not accept such information submitted by any other means of delivery.
- 7.18 Where you are required to provide information to us through your ECMS User Account, to the extent that the ECMS User Account is unavailable you must notify us and you must send to us the information by such method as we may reasonably require including by fax, post or any reasonable electronic method. Provided that you have complied with your obligations in this Clause 7.18, you shall not be deemed to be in breach of your obligation to provide us with the relevant information through your ECMS User Account.

Business Continuity Plan

- 7.19 You must have a Business Continuity Plan in place that complies with section 11 of the Specification.
- 7.20 Without prejudice to the requirements at section 11 of the Specification, you must use all reasonable endeavours to prevent the loss, disclosure or corruption of any information relating to Contract Work held by you on your IT System. You must make up-to-date daily back-ups of such information which is in electronic format and store such backups on a regular basis offsite. If an Unplanned Interruption occurs, which significantly impacts on your ability to

perform Contract Work you will promptly notify us and provide details of the remedial action taken by you. You must ensure that all information relating to Contract Work held on your IT System can be recovered as soon as reasonably practicable following an Unplanned Interruption.

Environment

- 7.21 You shall throughout the Contract Period work with us in improving the effects of Contract Work on the environment.
- 7.22 You shall improve the environmental efficiency of the provision of Contract Work and provide a flexible approach to the management of such work. This may include the use of energy efficient vehicles, the reduction, reuse and recycling of waste generated, using energy for buildings and equipment in an efficient manner and use and reuse of water and other resources in an efficient manner. You will also at all times demonstrate to us a commitment to comply with environmental legislation applicable to your obligations in this Contract.

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8. Keeping records and completing and returning forms

Contract Work files

- 8.1 You must maintain a file for each Case. Files, including electronic files, must be maintained in an orderly manner, showing all correspondence, attendance notes and disbursements on the relevant Case, what Contract Work was performed, when it was performed and by whom, how it was performed and how long it took.

Recording information

- 8.2 You must record all information required by this Contract promptly and accurately and in accordance with this Contract. Material or repeated failure to do so shall be deemed to be a Fundamental Breach.

Records you must maintain

- 8.3 You must maintain true, accurate and complete records of all activities you undertake in connection with this Contract ("Records"), including:
- (a) records of how you have (in accordance with Clause 7.8) effectively monitored your performance under and compliance with this Contract, and the corrective action you have taken (if any);
 - (b) records of any Client complaints received and how they have been handled in accordance with the Complaints Annex;
 - (c) the results of any Client satisfaction surveys;
 - (d) the results and reports of any internal (by you) and external (by us or a third party) audits, including any Audit (such as audits of your compliance with the Quality Standard by any third party);
 - (e) records of all identified non-compliances of the Contract and the corrective action taken;
 - (f) details of the operation of your Equality and Diversity Policy, procedures and communications and an assessment of its effectiveness;
 - (g) information about your organisation for internal use including office manuals and information relating to your Clients;
 - (h) the annual accounts and information referred to in Clause 4.1, and 4.3;
 - (i) a comprehensive record of findings for each file review you undertake including records and details of corrective action taken to improve performance;
 - (j) the identity of, and work performed by any Agents, Counsel, Approved Third Parties and sub-contractors you have instructed to carry out Contract Work pursuant to Clause 3.
 - (k) records to determine your compliance with Clause 3.2(b) and confirm that any Agents you appoint pursuant to Clause 3 meet the definition of Agent under this Contract;

- (l) files for each Case referred to in Clause 8.1; and
 - (m) up-to-date records (including accurate values) of current work in progress in respect of all Contract Work.
- 8.4 Records maintained pursuant to Clause 8.3 must be sufficient:
- (a) to verify and demonstrate performance of and compliance with your obligations under this Contract;
 - (b) to verify and demonstrate the accuracy of information supplied by you in respect of Contract Work;
 - (c) to enable Assessments to be performed;
 - (d) to verify and demonstrate the accuracy of all information supplied by you under or in connection with Clause 14 or the Payment Annex;
 - (e) to facilitate an Official Investigation; and
 - (f) for such other purposes as we reasonably consider necessary in connection with our statutory duties or functions.

Storing files and Records

- 8.5 You must securely store all files which are required to be created and maintained in accordance with Clause 8.1 together with all documents provided to you by or on behalf of your Client, a court or any Relevant Professional Body and which relate to Contract Work carried out for a Client. You must have in place appropriate security procedures to ensure that non-authorized persons do not gain access to such information.
- 8.6 You must maintain Records (excluding Contract Work files) for a period of six years from the date the relevant Record is created, save where such Records are required to be maintained for longer as required by applicable law or by any Relevant Professional Body. In these cases you must maintain such records in accordance with such requirements (and if more than one such body specifies a period, it shall be the longest period for the purpose of this Clause 8.6).
- 8.7 Subject to Clause 8.8, you must securely retain all the Contract Work files (including all documents originally placed on the file, and file records) of all Clients for whom you have performed work under this Contract or any prior agreement with us for any Contract Work (or equivalent) covered by this Contract until the later of the date you are required by law and/or your Relevant Professional Body (and if more than one such body specifies a period, it shall be the longest period for the purpose of this Clause 8.7) to retain the same and the end of the period of six years from the date of the last of the following events to occur:
- (a) you have correctly reported closure of the Case to us;
 - (b) a final Claim for your work on the Case has been submitted to us; or
 - (c) all payments in respect of the Case have been made.
- 8.8 You need not retain closed files (or copies of them) if the Case has been transferred elsewhere at the Client's request, including if they have changed

Provider. However, you should retain copies if, without them, there is a risk that you will be unable to demonstrate compliance, as required by Clause 7. Where a Client has changed Provider, obtaining an irrevocable undertaking from the new Provider to return the file, should it be required for Audit purposes, will be sufficient.

- 8.9 Without limiting our rights under Clause 9.1, Records may be held by you pursuant to this Clause 8 in any manner (including on microfiche or CD ROM), provided that you are able to comply with your obligations to provide such information to us in accordance with Clauses 8 and 9.

Electronic files

- 8.10 In respect of Contract Work files which you hold electronically, you must ensure that such electronic files contain an accurate and complete record of all matters which would have been included had such file been a paper file, including:
- (a) ensuring that documents are held in pdf format; and
 - (b) in relation to any paper documents which you save in electronic format for storage, having a process in place (and you must comply with such process) for ensuring that electronic copies are accurate copies of the corresponding paper document.

Forms you have to complete

- 8.11 You must complete, and return to us within such period as we may specify, such Contract Report Forms, reports and associated information as we may reasonably specify in relation to your performance of the Services and in accordance with the requirements of Annex 7 – Reporting Requirements. We will give you at least 28 days notice of the introduction of any new Contract Report Forms (including for the avoidance of doubt, any electronic Contract Report Forms) and of any amendments to any Contract Report Forms.

Lien over Client files

- 8.12 By virtue of performing Contract Work you do not obtain any lien over any Client files or any other rights in the work or documents relating to them.

Provider intellectual property rights

- 8.13 Subject to Clause 8.12 and unless provided otherwise in this Contract, we shall not receive any right, title or interest in respect of the intellectual property rights owned by you in respect of any document produced by you for your Clients.

Recording of Information on ECMS

- 8.14 To the extent that files and/or Records that you are required to maintain in accordance with Clause 8.1 are held on ECMS then you are not required to hold a further hard/paper copy of such files and/or Records.

9. Provision of information and access to your premises

Information you must provide and within what period

9.1 We may from time to time require you to provide us with Records in connection with the performance of your obligations under this Contract, including during any Audit. You will provide us with the same promptly and in any event within such time period we reasonably specify. If any such Records are held by a third party you must promptly upon receipt of our request arrange for such Records to be sent to us.

Audits and Official Investigations

9.2 At any time during the Contract Period we may conduct an Audit and you will, if we request, in order to enable us to conduct an Audit grant to us, our employees, agents or any statutory or regulatory body on not less than 48 hours notice (or immediately upon request where you are subject to any Official Investigation) access to any premises (occupied, owned, leased or controlled by you) during Service Hours from which you are performing your obligations under this Contract.

9.3 We may also undertake an Audit after the end of the Contract Period where:

- (a) you are performing Remainder Work;
- (b) any Claims are outstanding (including where any Assessment has not been completed) or have not been submitted; or
- (c) to conduct an Official Investigation.

9.4 Once we have notified you that an Official Investigation is to take place, unless you have our prior consent you must not remove any Records from your premises. If we require access to any Records which are not held at your premises you will promptly, at our direction, either arrange for us to have access to such Records at the location where these are held (including access to premises of sub-contractors) or for such Records to be sent to your premises to which we have access. For the purposes of this Clause 9.4, you must ensure that any agreement you have with any sub-contractors you appoint pursuant to Clause 3 includes a directly enforceable right for us to enter their premises to access any Records held at such premises.

Quality Standard Audits

9.5 At our request you must submit to us, by such date as we may reasonably specify, information regarding your Quality Standard. This may include information in respect of the expiry date of your Quality Standard, or the dates of planned or completed audits where your Quality Standard is audited by a third party. You must write to us with the outcome of the third party's audit and provide us with a copy of their report within seven days of your receipt of it. You must ensure that the third party is aware of this provision and consents to it.

Co-operation, assistance and facilities you must provide during an Audit

9.6 You must co-operate with us, our employees, agents or any statutory or regulatory body during any Audit (including when you are subject to an Official

Investigation) carried out by us. You must provide all such explanations and answer truthfully, fully and promptly all questions which are put to you by any person carrying out the Audit and which relate to this Contract. You must, as soon as we require it, provide us with such assistance and facilities as we may reasonably require including the following:

- (a) such facilities as any person carrying out the Audit may request to facilitate the Audit to take place including private interviewing facilities;
- (b) making available your personnel and sub-contractors appointed by you in accordance with Clause 3 and their personnel and your representatives for meetings with any person carrying out the Audit as requested;
- (c) making available any Records in connection with the performance of your obligations under this Contract as any person carrying out the Audit may request including providing assistance in accessing such Records in the format we require (including electronic and paper format);
- (d) print Records which are held on computer or on microfilm or otherwise (and in each case wherever located) convert them into a readily legible document or any other record which any person carrying out the Audit may request;
- (e) provide to us in a readily legible form copies of Records requested by us (and/or permit any person carrying out the Audit to copy Records using any reasonable means required by such person, at your expense) and we shall be entitled to remove such copies and hold them elsewhere;
- (f) in the case of an Official Investigation only, provide access to any Records held on your computer systems and/or the computer systems of any sub-contractors on which such Records are held or are reasonably believed by us or our agents or a statutory or regulatory body to be held) (including images of the hard drive).

Unless we agree otherwise, your Contract Liaison Manager must be available to us during any Audit.

9.7 Any breach by you of any of Clauses 9.1 to 9.6 will be deemed to be a Fundamental Breach.

Costs of Audit

9.8 If Clause 14.16 applies you shall reimburse us with the Reasonable Costs we incur in conducting the relevant further Audit.

Keeping Records about Contract Work separately from information about other work

9.9 You must be able to provide Records about Contract Work and your performance under and compliance with this Contract (including Records in respect of time recording and invoicing) separately from other information about any other services you perform. If you have information about other services, you must ensure that this does not prevent you from complying with this Contract, including on the ground of privilege.

Failure to provide required access or Records

- 9.10 If you fail to co-operate, provide access or Records as required by Clauses 7, 8 or 9 we have reasonable grounds to believe that there is a risk to Clients and/or public funds. We may, therefore, without limiting our rights to apply any Sanction in accordance with Clause 24.1, suspend your authority to start new Cases and/or your entitlement to receive payment from us and/or any slots allocated to you under any relevant rota.

Mystery shopping

- 9.11 At our cost, as part of our assessment of your performance and compliance, our representatives may telephone, visit or otherwise contact you as if they were a Client and report the outcome to us. You must ensure that your personnel know that we may do this. If we do assess you in this way we will, except so far as it may conflict with any provision of this Contract, follow the Market Research Society Code of Conduct.
- 9.12 When we have evaluated it, we will provide you with the information we obtain from any assessment under Clause 9.11.

Client satisfaction surveys

- 9.13 You must permit us to carry out surveys of Clients and must provide us with such information as we may require for such purpose.
- 9.14 If you request it, we will provide you with the information we obtain in any of the surveys of Clients (and Former Clients) for whom you have performed Contract Work.

Obtaining a Report

- 9.15 You authorise us to obtain a Report if at any time we have good reason to suspect serious professional misconduct, breaches of Legal Aid Legislation with which you are required to comply (if any) or dishonesty by
- (a) you (whether or not you are under Official Investigation); or
 - (b) any of your personnel who have been, or may be, involved in Contract Work; or
 - (c) any of your partners, directors, shareholders or Members of LLPs; or
 - (d) any of your Controllers; or
 - (e) any third parties appointed by you in accordance with Clause 3.
- 9.16 You must use all reasonable endeavours to ensure that individuals at Clause 9.15(a) to (e), that may be required to give consent to enable such Reports to be given to us, do so.

10. Standard of Contract Work

10.1 You must at all times:

- (a) perform Contract Work in accordance with this Contract (including without limitation, the Specification and the other Annexes);
- (b) perform Contract Work in a timely manner and with all reasonable skill, care and diligence;
- (c) ensure that Contract Work is performed or managed by your personnel who are properly trained and possess suitable relevant skills and experience for the performance of Contract Work.

10.2 You must at all times hold the Quality Standard.

Your personnel

10.3 You must have in place processes to ensure that your personnel that perform Contract Work are allocated work according to the role they are required to fulfil and on the basis of their skills, competence and capacity and any requirements set out in the Specification.

10.4 You must not permit or require any person to provide Contract Work or work in connection with Contract Work who:

- (a) refuses to consent to our obtaining status reports on them, including from any Relevant Professional Body;
- (b) we notify you that we reasonably believe is unsuitable to perform such work and our reasons for this; or
- (c) is excluded from performing such work by an order or direction of a court, tribunal, professional body or regulator with power to do so.

10.5 If we wish to obtain information about you or any of your personnel from any Relevant Professional Body and we require your consent, or the consent of any of your personnel, to do so, you must provide your consent and must use all reasonable endeavours to ensure that those of your personnel, whose consent is required, shall do so.

Independent Peer Review Process

10.6 You agree to the standard of your Contract Work being assessed in accordance with the Independent Peer Review Process and promptly to provide such information and Case files as may be required for that purpose. Both you and we agree to accept the validity of the Independent Peer Review Process and to be bound by the outcome of the Independent Peer Review Process. The Independent Peer Review Process and an explanation of the ratings (1 - 5) are available on our website and from your Contract Manager.

10.7 Your Contract Work must receive a rating of either 1, 2 or 3 as determined by the Independent Peer Review Process. If you receive a rating of either 1, 2 or 3, we will not require you to reimburse us for the standard costs that are charged to us by those we instruct to carry out Peer Reviews.

- 10.8 If your Contract Work receives a rating of either 4 or 5 as determined by the Independent Peer Review Process at the initial Peer Review, you may make representations in accordance with such process. If your original rating is upheld this is a material breach of Contract and, without limiting our rights to apply any Sanction in accordance with Clause 24.1, you will reimburse us for the standard costs that are charged to us by those we instruct to carry out that initial Peer Review.
- 10.9 If your Contract Work receives a rating of either 4 or 5 as determined by the Independent Peer Review Process at the second Peer Review, you may make representations in accordance with such process. If the rating remains below 3, this confirms the outcome of the Independent Peer Review Process and is a Fundamental Breach. In these circumstances, and without limiting our rights to apply any Sanction in accordance with Clause 24.1, you will reimburse us for the standard costs that are charged to us by those we instruct to carry out that second Peer Review.

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11. KPIs

Compliance with the KPIs

- 11.1 You must meet each of the KPIs in accordance with the KPI Annex.
- 11.2 Not used.
- 11.3 Not used.
- 11.4 We may use your performance against the KPIs as measures that may cause us to raise enquiries with you, conduct an Audit or further monitoring of your performance.
- 11.5 We may use your performance against the KPIs as entry or selection criteria for future contracts.

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12. Contract Documents and precedence

Contract Documents and precedence

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 Police Station Telephone Advice Contract 2020 Standard Terms and Annexes. 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 Police Station Telephone Advice Contract 2020 Standard Terms;
- (c) the Annexes.

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13. Amendments to the Contract Documents

13.1 Nothing in this Clause 13 gives us the right to amend the Contract to the extent that such amendments are sufficiently material to constitute a new award of a contract for the purposes of the Public Contracts Regulations 2015. If we wish to make any such amendments to the Contract we will not amend this Contract but may instead terminate it in whole or part under Clause 25. The remaining provisions of this Clause 13 shall be limited by this Clause 13.1.

Amending the Contract to reflect the Lord Chancellor's legislative changes

13.2 We may amend the Contract to reflect the Lord Chancellor's legislative changes as set out at Clause 13.3.

13.3 The Lord Chancellor's legislative changes include:

- (a) any changes the Lord Chancellor may make to Legal Aid Legislation pursuant to:
 - (i) section 2(3) of the Act (regulations making provision about the payment of remuneration by the Lord Chancellor to persons who provide services under arrangements made by the purposes of Part 1 of the Act);
 - (ii) section 9 of the Act (orders modifying Schedule 1 to the Act);
 - (iii) section 11 of the Act (criteria for qualifying for civil legal services);
 - (iv) section 12 of the Act (determinations);
 - (v) any power to make secondary legislation under Part 1 and 4 of the Act; and
- (b) any changes the Lord Chancellor may make to other legislation, including by way of Statutory Instrument as defined in the Statutory Instruments Act 1946, which we reasonably believe requires a change to how Contract Work is undertaken and paid for.

Amending the Contract to take account of other legislative changes

13.4 We may also make such amendments to the Contract as we consider necessary in the circumstances:

- (a) to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect;
- (b) as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union;
- (c) to comply with the requirements of any regulatory body or tax or similar authority.

Amending the Contract to take account of changes in the justice system

- 13.5 We may make such amendments to the Contract as we consider necessary in the circumstances to comply with, or take account of any changes that may be made to any element of the justice system, including changes to the justice system made by the Lord Chancellor whether in legislation or not. Changes to the justice system may without limitation include changes to:
- (a) the immigration system;
 - (b) court, tribunal, police and prosecution procedures;
 - (c) locations at which Clients are detained or hearings are held;
 - (d) locations of courts and/or police stations; or
 - (e) any other part of the justice system which we reasonably believe requires a change to how Contract Work is undertaken and paid for; or
 - (f) procedural or administrative aspects of the justice system.

Amendments to the Contract Documents under Clauses 13.2, 13.4 and 13.5

- 13.6 Amendments under Clauses 13.2, 13.4 and 13.5 may include but shall not be limited to:
- (a) amendments to any of the terms of an Annex;
 - (b) changes to payment provisions;
 - (c) imposing controls not previously imposed;
 - (d) changes to any description of Contract Work; and
 - (e) amendments to the Specification.

Other amendments

- 13.7 Without limiting Clauses 13.2, 13.3, 13.4, 13.5 and 13.6 we may amend the Contract with your agreement (such agreement not to be unreasonably withheld or delayed). We may make such amendments without your agreement if you unreasonably withhold or delay such agreement.

Consultation

- 13.8 We shall not amend the Contract pursuant to Clause 13.2, 13.4, 13.5 and 13.7 without first consulting with you in relation to the nature, purpose and reasons for the amendment in question. We shall consider your views and review the proposed change in light of them as appropriate before such change is implemented.
- 13.9 If a proposed amendment affects only one Provider, we will liaise directly with that Provider. Otherwise we will engage with all Providers in relation to the proposed change.
- 13.10 Not used.

Complying with amendments

13.11 Except as set out in Clause 13.12, you must comply with any amendment made pursuant to this Clause 13 from such date as we may specify. Such date will be not less than four weeks after notice of the amendment is given if we reasonably consider that there is an urgent need for compliance with it and will be not less than six weeks after the notice of amendment is given in any other case. We may give a notice of amendment at any time after the end of the applicable consultation referred to in Clauses 13.8 and 13.9.

13.12 Amendments made under Clause 13.7 above come into effect from such date (which may be from the Contract Start Date) as:

- (a) may be agreed with you (such agreement not to be unreasonably withheld or delayed); or
- (b) we may reasonably specify where your agreement pursuant to Clause 13.7 or 13.12(a) is unreasonably withheld or delayed.

Amendments proposed by you

13.13 You may request us to make any of the amendments to the Contract set out at Clause 13.14. Subject to Clause 13.15, we will not unreasonably withhold or delay our consent to such amendments, but any consent shall be subject to you complying with any applicable notice requirements set out in the Contract.

13.14 The amendments you may request pursuant to Clause 13.13 are:

- (a) the closure or relocation of any Office from which you deliver Contract Work or any change in the Office from which you propose to deliver Contract Work;
- (b) not used; or
- (c) a change to your Quality Standard.

13.15 Without limitation, it shall be reasonable for us to withhold our consent to an amendment requested by you pursuant to Clause 13.14 where we reasonably believe that:

- (a) had you submitted your application to be awarded this Contract or the right to undertake the relevant Contract Work on the basis of the proposed amendment:
 - (i) your application would not have complied with the requirements of the procurement process in response to which such application was submitted; or
 - (ii) it would have adversely affected our decision to award you this Contract or the relevant Contract Work; or
- (b) such amendment would adversely affect the Services and/or the quality of the Services available to Clients or potential Clients; or
- (c) such amendment would constitute a new award of a contract for the purposes of the Public Contracts Regulations 2015.

Application of Clause 13 to other provisions of the Contract

13.16 For the avoidance of doubt, the parties agree that any exercise by us or you of a contractual right or obligation set out in the Contract which may result in any change to the parties' rights and obligations under the Contract or any document referred to in the Contract are not changes for the purposes of Clause 13 (and this Clause 13 does not apply to them) including, but not limited to:

- (a) awarding or removing rota, slots and panel membership (as specified in the Specification);
- (b) applying a Sanction which affects the amount or type of Contract Work you may undertake; or
- (c) requiring Agents, Approved Third Parties and/or Counsel appointed by you to possess specified experience, qualification or panel membership under Clause 3.6 or specifying maximum payments in respect of work carried out by Approved Third Parties and Counsel under Clause 3.7, unless and to the extent that the relevant provision of this Contract setting out such right or obligation expressly applies this Clause 13.

14. Volume of Contract Work and Payments

Case referral and fees

- 14.1 Contract Work will be allocated to you in accordance with the provisions of the Specification Annex. We give no guarantee of any minimum volume of Cases or Contract Work to be referred to you and, for the avoidance of doubt, we are under no obligation to refer any Cases or Contract Work to you at any point during the Contract Period.
- 14.1A Payments for Contract Work will be made to you subject to this Clause 14 and the provisions of the Payment Annex.

Submitting invoices

- 14.2 To be eligible for payment for Contract Work, you must submit an invoice in accordance with the provisions of this Contract.
- 14.3 Without limiting your obligations in the Payment Annex in respect of invoices, your invoices must be true and accurate. Any breach of this Clause 14.3 shall be a material breach.
- 14.4 You must submit each invoice to us within the time period specified in the Payment Annex. Persistent failure to submit invoices within the time periods specified may lead to the issue of Sanctions (including termination) under Clause 24 and/or termination under Clause 25.

Assessments

- 14.5 We are entitled to Assess all your Claims, except where this Contract or legislation provides that Assessment is to be by another body.

Payments

- 14.6 Subject to Clause 14.11 and the Specification Annex, we will pay you either electronically or online (this includes BACS, Faster Payments, CHAPS and other relevant payment services) for the performance of Contract Work in accordance with this Contract. Subject to our right to Assess Claims, when we have paid a Claim that you submitted as a final Claim for a Case, our payment is in full and final settlement of all monies due from us in respect of that Case.
- 14.6A Where you submit a Claim for payment in accordance with this Clause 14 we will:
- (a) consider and verify that Claim in a timely manner; and
 - (b) make payment to you no later than a period of 30 days from the date on which we have determined the Claim is valid and undisputed.
- 14.6B Without prejudice to our rights under Clause 14.4, if we fail to comply with our obligation under Clause 14.6A(a) the Claim shall be regarded as valid and undisputed for the purposes of paragraph 14.6A(b) only after a reasonable time has passed.

- 14.7 All sums stated in this Contract are exclusive of VAT (unless expressly stated otherwise). If VAT is properly chargeable on any amounts payable under this Contract, we will pay VAT on that amount in addition (unless the relevant amount has been expressly stated to include VAT). If you omit to claim a sum to cover VAT and seek to claim it from us later, we are not obliged to pay it, but will do so where an occasional clerical error has caused the VAT sum to be omitted, subject to you notifying us of such omission within two years of the date when such VAT should have been charged. If you fail to notify us within such period then the relevant amount shall be deemed to have been inclusive of VAT.
- 14.8 If we request it, you must promptly provide us with the details we specify about any VAT arising under this Contract.

Set off

- 14.9 We have the right to set-off against any amount payable by us to you under this Contract or otherwise, any amount payable by you to us, under this Contract (including under the Specification or the Payment Annex) or otherwise. For the avoidance of doubt, when this Contract ends, any obligation to make payment is subject to this right of set-off.

Overpayment or mispayment

- 14.10 We may issue a notice of Assessment or notice of a debt due to us in connection with Contract Work, which has the effect of making the amount specified in it payable to us, if:
- (a) we have made an "overpayment or mispayment" to you; or
 - (b) in respect of a Case, you have breached this Contract and, as a result of the breach, we can demonstrate that we have incurred (or will incur) a financial loss.
- 14.11 An "overpayment or mispayment" under this Clause 14 includes:
- (a) any payment made in error;
 - (b) where payment has been made in respect of a Case, the amount of any subsequent reduction on Assessment;
 - (c) where payment has been made in respect of a Case, any sum which we are not required to pay (or you are not entitled to be paid) for some or all of the work that you have carried out;
 - (d) any payment specified as such in the Specification.
- 14.12 If you become aware that any of the events set out in Clause 14.11 have occurred you should notify us within seven days of becoming so aware to enable us to adjust your account (or to require repayment) should we wish to do so and shall promptly make any repayment requested by us.
- 14.13 Where the "overpayment or mispayment" provisions of this Clause 14 apply because of a reduction of a Claim on Assessment then, unless we consider that there is a risk to public funds, we will not seek repayment until any appeal against the (initial) Assessment has concluded.

14.14 Any notice under Clause 14.10 will specify the amount of the overpayment or the financial loss (as the case may be) and how the relevant criterion in Clause 14.10 is met. You shall pay us any amount shown as payable by you to us in a notice issued under Clause 14.10 by no later than 14 days after the date of such notice.

14.15 Unless we consider that there is a risk to public funds and subject to you providing us on request with satisfactory documentary evidence supporting your request, we will consider allowing you to make any repayment of more than £5,000 required under this Clause 14 in a reasonable number of instalments provided that repayment must be over the shortest reasonable period and must usually be completed within 12 months.

Audits

14.16 If an Audit identifies that you have submitted any invoices for an amount in excess of the Charges due in accordance with this Contract ("**Excess Claims**") we may by notice require you to reimburse us with the Reasonable Costs we incur in carrying out any further Audit we undertake to establish whether you have made any other Excess Claims, provided that:

- (a) we will notify you before carrying out any such further Audit and offer you a reasonable opportunity to examine your previous invoices and co-operate with us by identifying and rectifying any Excess Claims, including making appropriate proposals for repayment to us if your examination identifies any Excess Claims. We will not carry out such further Audit if we accept your proposals;
- (b) you will not be obliged to reimburse us with the Reasonable Costs we incur in carrying out any such further Audit if such further Audit reveals no additional Excess Claims or if, in our reasonable opinion, the number of additional Excess Claims identified by such further Audit is negligible;
- (c) the decision to require you to reimburse us with our Reasonable Costs under this Clause 14.16 may only be made by the Head of Contract Management after we have offered you a reasonable opportunity to make representations to such person in respect of the relevant Excess Claims; and
- (d) you may request a formal review of the Head of Contract Management's decision under Clause 27.

14.17 We may carry out a further Audit under Clause 14.16 above either using our own staff or our agent's staff.

Promoting Tax Compliance

14.18 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance Occurs, you shall:

- (a) notify us in writing of such fact within five Business Days of its occurrence; and
- (b) promptly provide to us:

- (i) details of the steps which you are taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that you consider relevant; and
- (ii) such other information in relation to the Occasion of Tax Non-Compliance as we may reasonably require.

Other rights

14.19 This Clause 14 does not, in any way, limit any rights we may have, including the right to claim payment from any of your former owners, former partners or former directors or any Members of LLPs.

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15 Confidentiality

Information we must keep confidential

15.1 The presumption, under this Contract, is that information about you and which you provide to us under this Contract is not confidential. If you, therefore, wish to assert that specified information about you is confidential and should not be disclosed you must notify us accordingly at the time of your disclosure of the specified information and expressly identify in writing those documents which are to be treated by us as confidential. Subject to Clause 15.5, we will keep strictly confidential all such information to the extent it is of a confidential nature.

Information you must keep confidential

15.2 Subject to Clause 15.5, you must keep strictly confidential all information of a confidential nature concerning the affairs or business of any other Provider (or former Provider) or its Clients or Former Clients that you might obtain from our personnel or representatives whether through inadvertent or wrongful disclosure or otherwise. If you do obtain any such information, you must inform us without delay and must return to us any written information without taking copies of it.

15.3 Subject to Clause 15.5, you must keep strictly confidential all information that you may obtain from us which is designated as confidential. Provided you have not (outside the terms of this Contract) agreed otherwise with us you may disclose any information (other than to the extent such information comprises Personal Data) obtained from us which is designated as confidential to any Relevant Professional Body or your personnel, Counsel and/or Approved Third Parties provided you secure from them an agreement to treat it as strictly confidential and subject to Clause 15.4.

15.4 You shall take all necessary precautions to ensure that all information designated as confidential which you obtain from us is given only to your personnel, Counsel and Approved Third Parties to the extent to which is strictly necessary for the performance of your obligations under this Contract and that such personnel, Counsel and Approved Third Parties do not use such information otherwise than for the purposes permitted by this Clause 15.

Information which is not confidential

15.5 For the purposes of this Contract, the obligations of confidentiality in Clauses 15.1, 15.3 and 15.4 shall not apply to the extent:

- (a) information which, before its receipt directly or indirectly from the other party, was in the possession of the receiving party and at its free disposal;
- (b) information which is subsequently disclosed to the receiving party, without any obligation of confidentiality, by a third party who has not derived it directly or indirectly from the other party, or in any unlawful manner, or in breach of any obligation of confidentiality;
- (c) information which is required by legislation (including the FOIA) to be disclosed but only to the extent that it must be so disclosed;
- (d) information which, to the extent that it must be so disclosed, is required to be disclosed by any court, tribunal or other administrative

body with such power or which is disclosed by us for the purposes of providing information to Parliament;

- (e) information that we reasonably consider necessary to be disclosed for the purposes of an Official Investigation or determining whether that Official Investigation should take place;
- (f) information which is already in the public domain;
- (g) we consider that the public interest in making any disclosure outweighs the obligation of confidentiality. Where we intend to disclose in the public interest, we will notify you of our intention before doing so unless this is impracticable or would prejudice a lawful investigation (including by the police or by any Relevant Professional Body); and
- (h) information in connection with the award, content and operation of this Contract, including:
 - (i) the terms (including payment terms) of this Contract;
 - (ii) the payments that we have made to you;
 - (iii) the numbers of Cases that you have started and completed;
 - (iv) your performance, including as measured by the Independent Peer Review Process, following the conclusion of any internal appeals process;
 - (v) your status under this Contract; and
 - (vi) contract decisions concerning you (or your personnel), taken by us, and the reasons for such decisions. "Contract decisions" include decisions concerning Sanctions, decisions concerning the amount of payments made to you and the results of Audits, following the conclusion of any internal appeals process,

except where we determine, in our absolute discretion, that any such information is exempt from disclosure in accordance with the provisions of the FOIA.

Information obtained by Researchers

15.6 We will require any Researchers:

- (a) to comply with all legislation concerning the disclosure of information about your Clients or Former Clients; and
- (b) to keep all information of a confidential nature concerning your affairs or business strictly confidential and not to use it for any purpose other than as required, authorised or permitted by the Legal Aid Legislation or this Contract or in respect of research being carried out on our behalf.

15.7 Subject to Clause 15.5, we will be under a duty to ensure that, in any report provided to us by Researchers and intended to be published, no information will be included which will disclose information of a confidential nature about you (or any Client or Former Client of yours) or enable you or any Client or Former Client

of yours to be identified (unless the fact that they are a Client or Former Client of yours is already in the public domain).

Information we may publish or share

15.8 Notwithstanding any other term of this Contract, you hereby give your consent for us to;

- (a) publish this Contract (as may be amended from time to time) in its entirety,
- (b) publish any data arising out of or in respect of the performance by you of the Contract Work,

to the general public (save for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations which shall be redacted as appropriate by us).

15.9 We may consult with you to help with any decisions regarding FOIA exemptions under Clause 15.5(h) and 15.8 but we shall have the final decision in our absolute and sole discretion.

15.10 Subject to and without prejudice to Clause 15.5, nothing in this Contract shall prevent us from disclosing any information that we hold about or in respect of you or the Contract Work pursuant to this Contract to any government department or any Other Contracting Body and you acknowledge that all government departments or Other Contracting Bodies may further disclose such information to other government departments or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or Other Contracting Body.

16. Data protection

Your and our Data Protection Legislation obligations

- 16.1 For the purposes of the Data Protection Legislation it is the understanding of the parties that:
- (a) in respect of Personal Data comprised within the Shared Data, LAA and you are Joint Controllers. A description of the Joint Controller relationship and related Processing activity is set out in the Data Security Guidance;
 - (b) in respect of Personal Data comprised within the LAA Data, LAA is a Data Controller and you are a Processor. The only Processing that you are authorised to do in respect of the LAA Data is listed in the Data Security Guidance by us and may not be determined by you;
 - (c) you may be a Data Controller or Processor on behalf of Clients and Former Clients in respect of other Personal Data.
- 16.2 You will not delete or remove any proprietary notices contained within or relating to the LAA Data.
- 16.3 In respect of the Shared Data:
- (a) you will be responsible for and will at all times comply with the Data Controller's obligations under the Data Protection Legislation in respect of Processing carried out in connection with the performance of this Contract, including in respect of the confidentiality, integrity and security of that Data and the transfer of that Data to LAA as envisaged under this Contract;
 - (b) LAA will be responsible for compliance with the Data Protection Legislation in respect of that Shared Data which is actually received and Processed by LAA as a Data Controller;
 - (c) it is not expected that either us or you will be responsible under the Data Protection Legislation for a breach of the Data Protection Legislation by the other party. Each party shall be solely responsible for its own compliance with the Data Protection Legislation.
- 16.4 You will not Process the LAA Data or Shared Data except as necessary for the performance by you of your obligations under this Contract (including the performance of Contract Work) or as otherwise expressly authorised in writing by the LAA.
- 16.5 You will perform your obligations under this Contract in such a way that you do not cause us to breach any of our applicable obligations under the Data Protection Legislation.
- 16.6 You will ensure that you obtain and maintain all consents, licences and registrations required to enable you to provide Personal Data to LAA as envisaged by this Contract, including consents from Clients, Former Clients, and Data Controllers (other than us) and such notifications with the Information Commissioner's office as are required for you to comply with the Data Protection Legislation.

- 16.7 You will not transfer the LAA Data or Shared Data outside of the European Economic Area unless you have obtained our express prior written approval and meet the following conditions:
- (a) you have provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Act 2018 and Relevant General Data Protection Regulations) as determined by LAA;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, use your best endeavours to assist us in meeting our obligations); and
 - (d) you comply with any reasonable instructions stipulated as a condition of giving our approval.
- 16.8 You will supply originals or copies of the LAA Data and Shared Data to us in accordance with Clause 9.1. You will not assert proprietary or other rights in law or in equity as a reason for not supplying LAA Data and Shared Data in accordance with this Contract. At our written direction, you will delete or return the LAA Data (and any copies of it) to us on expiry or termination of this Contract unless you are required by law to retain the LAA Data.
- 16.9 Without prejudice to Clause 16.3(a) in respect of the Shared Data and LAA Data Processed by you or on your behalf:
- (a) you will take responsibility for preserving the confidentiality and integrity of LAA Data and Shared Data which is Processed by you and preventing the unauthorised disclosure, corruption or loss of such LAA Data or Shared Data;
 - (b) you will take responsibility for ensuring that up-to-date backups of the LAA Data and Shared Data which is in electronic format are stored offsite;
 - (c) you must ensure that Protective Measures (including but not limited to compliance with the Data Security Requirements) are in place to protect against a Data Loss Event, having taken account of the nature of the data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures;
 - (d) you will have regard to the Data Security Guidance and any guidance issued by the Information Commissioner's Office;
 - (e) you will ensure that any system on which you hold any LAA Data and Shared Data, including backup information, is a secure system that complies with your obligations under Clause 16.9(c) and you will provide us with a written description of the technical and organisational methods employed by you for Processing such Data (within the timescales required by us) if so requested by us;
 - (f) in respect of any of your personnel and any third parties appointed by you pursuant to Clause 3 who have access to Personal Data:

- (i) you will take all reasonable steps to ensure the reliability and integrity of any such personnel or third parties so appointed who have access to Personal Data;
 - (ii) you will ensure that such personnel are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by LAA or as otherwise permitted by this Contract;
 - (iii) you will ensure that such personnel are aware of and comply with your obligations under Clauses 15, 16 and 17;
 - (iv) you will ensure that any such personnel or third parties so appointed have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (v) you will ensure that any such personnel or third parties so appointed are subject to appropriate confidentiality undertakings with you or any such third party;
- (g) you will report to the LAA any Data Loss Event of which you become aware.
- 16.10 If the LAA Data or any Shared Data is corrupted, lost or sufficiently degraded as a result of your fault so as to be unusable, we may:
- (a) require you (at your reasonable expense) to restore or procure the restoration of LAA Data or Shared Data to the extent and in accordance with our requirements and you will do so as soon as practicable but not later than seven days from our request; and/or
 - (b) restore or procure the restoration of LAA Data or Shared Data ourselves, and you will repay us any reasonable expenses incurred in doing so to the extent and in accordance with our requirements.
- 16.11 If at any time you suspect or have reason to believe that LAA Data or Shared Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then you will notify us immediately and inform us of the remedial action that you propose to take.
- 16.12 You will notify us within five (5) Business Days if you receive:
- (a) a request from a Data Subject to have access to that person's Personal Data within the LAA Data or Shared Data; or
 - (b) a complaint, request or any other communication relating to our obligations or yours under the Data Protection Legislation in connection with the LAA Data or Shared Data; or
 - (c) any communication from the Information Commissioner or any other regulatory authority in connection with the Personal Data Processed under this Contract.
- 16.13 You will provide us with full co-operation and assistance in relation to any complaint or request made, in respect of LAA Data or Shared Data including by:

- (a) providing us with full details of any complaint, request or communication if it is received by you;
- (b) complying with any request by a Data Subject access within the relevant timescales set out in the Data Protection Legislation in respect of the Shared Data where you are the Data Controller receiving the request;
- (c) providing us with any other information or assistance as requested by us;
- (d) assisting us in relation to any Data Loss Event or any event giving rise to a notification by you under Clause 16.11;
- (e) assisting us in relation to any communication from the Information Commissioner's Office or any other regulatory authority;
- (f) assisting us in the preparation of any Data Protection Impact Assessment.

16.14 If it is necessary in the performance of this Contract for the Provider to disclose LAA Data or Shared Data to a sub-contractor, Agent, Counsel or Approved Third Party, you will ensure that such party agrees in writing to comply with equivalent obligations, as appropriate to the nature of the appointment and the Processing involved, in respect of that Personal Data as are set out in this Clause 16.

16.15 Where you are Processing LAA Data, you will:

- (a) Process such LAA Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by us to you during the Contract Period);
- (b) implement such technical and organisational measures as are required to enable you to Process such LAA Data in compliance with the Data Protection Legislation and to protect such LAA Data against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the LAA Data and having regard to the nature of the LAA Data which is to be protected and shall meet the requirements of the Data Protection Legislation (including the requirements of the Data Protection Act 2018 and Relevant General Data Protection Regulations).

16.16 In relation to Personal Data comprised within the LAA Data and the Shared Data which is Processed for Law Enforcement Purposes, you will:

- (a) maintain logs for your processing operations in respect of:
 - (i) collection;
 - (ii) alteration;
 - (iii) consultation;
 - (iv) disclosure (including transfers);
 - (v) combination; and

- (vi) erasure,
(together the "Logs");
- (b) ensure that:
 - (i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
 - (ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure, and the identity of the recipients of the data; and
 - (iii) the Logs are made available to us, including for us to provide to the Information Commissioner's Office, on request;
- (c) use the Logs only to:
 - (i) verify the lawfulness of Processing;
 - (ii) assist with our self-monitoring or (as the case may be) your self-monitoring, including the conduct of internal disciplinary proceedings;
 - (iii) ensure the integrity of Personal Data; and
 - (iv) assist with criminal proceedings;
- (d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
 - (i) persons suspected of having committed or being about to commit a criminal offence;
 - (ii) persons convicted of a criminal offence;
 - (iii) persons who are or may be victims of a criminal offence; and
 - (iv) witnesses or other persons with information about offences.

16.17 Without prejudice to Clause 19, you shall indemnify us and keep us indemnified, without delay, against all losses, costs, claims, damages, actions, expenses and other liabilities of whatever nature incurred by us as a result (directly or indirectly) of your failure to comply with Clauses 16.1 to 16.16 or any of your obligations under the Data Protection Legislation.

17. FOIA

Obligations under the FOIA

- 17.1 You acknowledge that we are subject to the requirements of FOIA and the Environmental Information Regulations and will assist and co-operate with us to enable us to comply with our Information disclosure obligations.
- 17.2 Pursuant to Clause 17.1, you will (and where we have approved your use of sub-contractors, Agents, Counsel and Approved Third Parties in accordance with Clause 3, will ensure that such parties will):
- (a) transfer to us all Requests for Information that you receive as soon as practicable and in any event within two Business Days of receiving a Request for Information;
 - (b) provide us with a copy of all Information in your possession, or power (which relates to a Request for Information transferred to us in accordance with Clause 17.2(a) and which you hold on our behalf for the purposes of FOIA) in the form that we require within five Business Days (or such other period as we may specify) of the request; and
 - (c) provide all necessary assistance as reasonably requested by us to enable us to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 17.3 We will be responsible for determining in our absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is commercially sensitive or otherwise exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 17.4 In no event will you respond directly to a Request for Information unless expressly authorised to do so by us.
- 17.5 You acknowledge that (notwithstanding the provisions of this Clause) we may, acting in accordance with the code of practice on the discharge of the functions of public authorities issued under section 45 of the FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning you or the Contract Work:
- (a) in certain circumstances without consulting you; or
 - (b) following consultation with you;
- provided always that where this Clause applies we will ordinarily, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give you advance notice, or failing that, to draw the disclosure to your attention after any such disclosure.

18. Warranties

Warranties you give

18.1 You warrant that, to the best of your knowledge and belief:

- (a) all information provided to us in seeking to become a Provider or seeking any authority for, Contract Work or any benefit under this Contract, or to demonstrate compliance with this Contract was, when provided and is at the Contract Start Date, true and accurate in all material respects;
- (b) all information in any of your Tender Documents was, when provided and is at the Contract Start Date, or on any other date we award you Contract Work (where relevant) true and accurate in all material respects;
- (c) no information referred to in Clauses 18.1(a) and (b) has been omitted which would make that which has been provided materially misleading or inaccurate;
- (d) no circumstances have since arisen which materially affect the truth and accuracy of information referred to in Clauses 18.1(a) and (b);
- (e) you have the full capacity and authority to enter into this Contract and perform your obligations under this Contract;
- (f) you are not aware of any financial or other advantage being given to any person working for or engaged by us, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to us before execution of this Contract; and
- (g) you have notified us in writing of any Occasions of Tax Non-Compliance and any litigation in which you are involved that is in connection with any Occasion of Tax Non-Compliance.

18.2 A material breach by you of Clause 18.1 will be deemed to be a Fundamental Breach.

Warranties we give

18.3 We warrant that, to the best of our knowledge and belief:

- (a) all information which we have provided to you in writing specifically to assist you in seeking to become a Provider or to prepare any Tender Documents was, when given, true and accurate in all material respects;
- (b) no information has been omitted which would make that which has been provided misleading or inaccurate;
- (c) no circumstances have since arisen which materially affect the truth and accuracy of such information.

18.4 Both you and we are entitled to rely upon, and are deemed to have relied upon, the information referred to in Clauses 18.1 or 18.3.

19. Indemnity

Indemnity you must give us

- 19.1 You must indemnify us and keep us indemnified, without delay, against all reasonable losses, costs, injuries, claims, damages, demands, proceedings, actions, expenses and other liabilities of whatever nature incurred by us as a result of:
- (a) any injury (fatal or otherwise) sustained by (or any loss of or damage to the property of any of) our personnel or representatives arising in the course of our exercising any of our rights or performing any of our obligations under this Contract, where such injury, loss or damage arises as a consequence of any act, omission or default committed by you or by any of your personnel or third parties appointed pursuant to Clause 3 (save to the extent that such injury or damage arose or was incurred as a result of the wilful default or negligence of our personnel or representatives);
 - (b) any claim made by or on behalf of a Client or third party (including any Agent, Counsel, Approved Third Party or sub-contractor you instruct or involve in the provision of the Services) arising out of any act, omission or default committed by you or on your behalf (save for any such act or default arises as a result of our default) in connection with:
 - (i) their employment, loss of employment or non-employment; or
 - (ii) your provision of, or failure to provide, Contract Work or other legal services or other information to any person or organisation; or
 - (iii) your failure to comply with any legislation; or
 - (iv) your failure to comply with the requirements of this Contract.

Expenses not covered by the indemnity

- 19.2 For the avoidance of doubt, but without prejudice to our rights to reclaim Reasonable Costs under Clause 14.16, we are not entitled to an indemnity in respect of administrative costs incurred in following procedures prescribed by this Contract.
- 19.3 If any third party makes a claim against or notifies an intention to make a claim against us or if other circumstances arise which we may reasonably consider as being likely to give rise to a liability under the indemnity in Clause 19.1, we will:
- (a) as soon as reasonably practicable give written notice of that matter or those circumstances to you, specifying in reasonable detail the nature of the relevant claim;
 - (b) (if so requested by you and at your expense and if we are properly able to do so) give you copies of any relevant information within our power or control; and
 - (c) take reasonable account of any suggestions made by you in relation to the relevant claim.

20. Giving notices

Giving notices

- 20.1 Subject to Clause 20.9, any notice required or authorised by this Contract to be given by either party to the other must be in writing and be:
- (a) delivered personally to the designated postal address referred to in Clause 20.4; or
 - (b) not used; or
 - (c) sent by e-mail to the designated e-mail address referred to in Clause 20.4; or
 - (d) sent by DX, by pre-paid first-class post, recorded delivery or registered post in each case to the designated addresses referred to in Clause 20.4.
- 20.2 Subject to Clauses 20.3 and 20.9, any notice given in accordance with this Contract is deemed to have been received:
- (a) if delivered personally, at the time of delivery;
 - (b) not used;
 - (c) in the case of DX, pre-paid first-class post, recorded delivery or registered post, 48 hours from the date of posting,
- provided that such notice is given in accordance with Clause 20.1 and if deemed receipt under this Clause would otherwise occur after 5pm on a Business Day or at any time on a day that is not a Business Day, deemed receipt will instead be at 9am on the next Business Day.
- 20.3 To prove that any notice has been given it is sufficient to show that such notice is given in accordance with Clause 20.1 and:
- (a) for personal delivery, for the person who delivered it, to confirm in writing when and where they did so;
 - (b) not used;
 - (c) if sent by email, to show that it was sent to the other party's designated email address;
 - (d) if sent by DX, for a person with knowledge to confirm in writing when and how it was done and that it bore the correct name and designated DX number; or
 - (e) if sent by prepaid first-class post, recorded delivery or registered post, for a person with knowledge to confirm in writing when and how it was done and that it was correctly addressed to the designated postal address.

20.4 For the purposes of this Clause 20:

- (a) your designated email address, designated DX number and designated postal address are as specified in your Contract for Signature; and
- (b) our designated email address, designated DX number and designated postal address are as specified in your Contract for Signature.

Form of notices

20.5 We may at any time specify the form and content of notices to be given by either party to the other.

Notice given in the wrong form or given wrongly

20.6 Any notice (or purported notice) given by either party to the other which is not in (or given in) the medium, form or manner required by this Contract is invalid unless the party receiving it elects, in writing, to treat it as valid.

Notices and time periods

20.7 If a notice specifies that it takes effect on a date before any required notice period has expired, the notice remains valid but does not come into effect until the expiry of the required notice period.

Notices of Contract amendment

20.8 Subject always to Clause 13, except for any bespoke amendments (that do not affect any Provider other than you), if we amend any Contract Documents we will give you notice of the fact of the amendment in accordance with Clause 20.1 and we may place the amendment on our website.

Service of legal proceedings

20.9 You may only serve us with proceedings in accordance with Clause 28.10.

21. Things you must tell us about

Changes which affect your response to the Rejection Criteria in the Invitation to Tender Documents

- 21.A Without prejudice to any other obligations in this Contract you must immediately notify us of any event which changes your response to the Rejection Criteria as referred to in the Invitation to Tender Documents. Any such event shall be deemed to be a Qualifying Event.

Material constitutional changes

- 21.1 You must notify us as soon as reasonably practicable if you become a Licensed Body and/or become aware of any anticipated material constitutional change, which will or might affect you. At a minimum, you must notify us on, or within 14 days of, any material constitutional change that affects or might affect you. Without limitation, examples of material constitutional change are:

- (a) where you are an unincorporated Not For Profit Organisation, any change (including any change of chairman or treasurer or any change of 75% or more of the membership since this Contract came into force) in the composition of your management committee;
- (b) if you are a sole principal (sole trader), any creation of a partnership;
- (c) any change in, or any changes which in aggregate result in, the identity of more than one third in number of (i) the persons comprising your partnership, or (ii) the individual Members of LLPs of your limited liability partnership, or (iii) the individual directors of your company;
- (d) any change in your legal status; or
- (e) any sale, merger, acquisition, or transfer of, or by, you.

Material constitutional changes are classed as Qualifying Events.

Constitutional statements

- 21.2 Without prejudice to the generality of your obligations under Clauses 21.A and 21.1, whenever reasonably required by us, you must complete, sign and submit to us, by such date as we may specify, a "constitutional statement form". This may require details of any material constitutional changes specified as examples in Clause 21.1 that have occurred (with the dates they occurred) and of any novation pursuant to Clause 22 and such other, similar information as we may require.

Partnerships

- 21.3 If you are a partnership (not a limited liability partnership) you must also notify us:
- (a) immediately in the event of the service of a notice dissolving or purporting to dissolve the partnership;
 - (b) immediately if an application is made to the court or an arbitrator for the dissolution of the partnership under the Partnership Act 1890;

- (c) immediately on any dissolution of the partnership which requires or results in a winding up of its affairs;
- (d) immediately if circumstances have arisen in which the partnership may be wound up as an unregistered company under the Insolvency Act 1986 (as applied by the Insolvent Partnerships Order 1994);
- (e) immediately on the appointment of a receiver, manager or administrator in respect of the partnership;
- (f) immediately if you are unable to pay your debts within the meaning of sections 222-224 of the Insolvency Act 1986 (as applied by the Insolvent Partnerships Order 1994),

or if any similar event occurs under the law of any other jurisdiction.

LLP or a company

21.4 If you are a limited liability partnership or a company, you must also notify us:

- (a) before or within fourteen days of (where you are a company) any change in your shareholders or (where you are a limited liability partnership) any change in your members, which has, or may have, a material direct or indirect bearing on the performance of Contract Work;
- (b) immediately if you propose or determine or pass a resolution or the court makes an order, that you or your Parent Undertaking be wound up;
- (c) immediately if a receiver, manager or administrator is appointed for you or your Parent Undertaking;
- (d) immediately if circumstances arise which might entitle a creditor, the directors, the company, or the limited liability partnership (as appropriate) or a court to appoint a receiver, manager or administrator for you or your Parent Undertaking;
- (e) immediately if circumstances have arisen in which you or your Parent Undertaking may be wound up;
- (f) immediately if you or your Parent Undertaking are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986;
- (g) immediately if a Change of Control occurs in relation to you or your Parent Undertaking and any such event shall be a Qualifying Event;
- (h) immediately where any change in your shareholding results in a change in, or any changes which in aggregate result in:
 - (i) the identity of more than one third in the number of the individual shareholders; or
 - (ii) ownership of more than one third of the number of shares since you submitted the Tender Documents

or if any similar event occurs under the law of any other jurisdiction and any such event shall be a Qualifying Event.

Notification of interventions

- 21.5 You must notify us immediately if there is an intervention by any Relevant Professional Body (or by any other organisation that may lawfully do so) that has the effect of preventing you from carrying out Contract Work.
- 21.6 You must notify us immediately if there is an intervention by any Relevant Professional Body (or by any other organisation that may lawfully do so) into the practice of your personnel.

Notification of voluntary arrangements, insolvencies

- 21.7 You must notify us immediately if:
- (a) any proceedings for the recovery of debt are commenced against you and you do not intend to enter a defence to and/or pay the full amount claimed;
 - (b) you become aware that you have been registered on the General Council of the Bar's "Withdrawal of Credit Scheme";
 - (c) you intend to make any composition with your creditors, or to seek a voluntary arrangement under insolvency, or other, legislation, or if any of your partners, Members of LLPs or directors intends to do so (or, if you were unaware of their intention, have done so) and, for the avoidance of doubt, this shall include but not be limited to any Individual Voluntary Arrangements (IVAs), Company Voluntary Arrangements (CVAs) or Debt Relief Orders (DROs);
 - (d) any insolvency proceedings concerning you or any of your partners, Members (LLP) or directors are commenced;
 - (e) a receiver or liquidator is appointed in respect of your business; or
 - (f) you become aware that any of the events in (a) to (e) above is imminent,
- or if any similar event occurs under the law of any other jurisdiction.

Changes in your capacity to perform Contract Work

- 21.8 Without limiting your obligations under this Contract, you must notify us within 21 days of any significant changes in your personnel deployed in Contract Work and of any other changes affecting you such as might reasonably be expected significantly to affect your ability to perform Contract Work.
- 21.9 You must notify us within 21 days if you are unable to, or you anticipate that you will be unable to comply with your obligations in Clause 7.11.

Proposing changes which may impact on your obligations under this Contract

- 21.10 Without prejudice to your obligations under this Contract and Clauses 13.13 to 13.15, you must notify us of any change you propose to make which may impact

your obligations under this Contract, including the following (which is not an exhaustive list):

- (a) any change to any information you have provided to us (including information which you provided in seeking to become a Provider or to secure an authorisation to perform Contract Work) that we have notified you is material or which you consider is material;
- (b) any change to the manner in which you perform Contract Work (including material alterations to your management systems);
- (c) the closure or planned closure of any Office;
- (d) not used;
- (e) any change in the identity of any of your Supervisors;
- (f) any move or planned move from an existing Office to any new location from which Contract Work will be provided;
- (g) any change in your management or the management of any Office; or
- (h) any change which would result in you being unable to comply with Clause 7.13.

Professional disciplinary proceedings

21.11 You must notify us immediately if you become aware of (and provide details) of any professional disciplinary proceedings brought by any Relevant Professional Body concerning any of your personnel and must notify us of the outcome of them.

Prosecutions and convictions

21.12 You must notify us as soon as reasonably practicable if you, or any of your personnel or any third party appointed pursuant to Clause 3, partners, Members of LLPs, trustees or directors is charged with an offence punishable by imprisonment and if you, or they, are convicted of such an offence.

Events which entitle us to terminate or to apply a Sanction

21.13 You must notify us immediately (and provide details) if you become aware of any event which would entitle us to terminate this Contract and/or to apply a Sanction.

Information provided to us

21.14 You must notify us if there are any circumstances which have arisen following the Contract Start Date which materially affect the truth and accuracy of information referred to in Clauses 18.1(a) and (b).

Remainder Work

21.15 You must notify us if you are unable to perform Remainder Work in accordance with the Contract.

Change of any Relevant Professional Body

21.16 You must notify us if you change any Relevant Professional Body.

Failure to Notify

21.17 Any material breach by you of any of the provisions in this Clause 21 will be deemed to be a Fundamental Breach.

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22. Novations

Sole principals and partnerships - novations

- 22.1 Subject to Clause 22.3, if you are a partnership and you take any person into partnership (or any person ceases to be a partner of yours) this Contract is novated, on the date of that event, in favour of the partnership (or principal) as constituted on that date, on the terms set out in Clause 22.4. This Clause 22.1 constitutes your and our express consent to such novation. Any such novation is confirmed by any subsequent submission by you of a Contract Report Form and any subsequent payment by us under this Contract.
- 22.2 Subject to Clause 22.3, if a competent court or tribunal does not accept Clause 22.1 as novating this Contract, it will be novated pursuant to this Clause 22.2. The novation will be on the terms set out in Clause 22.4 and will be, and will take effect, in favour of the partnership (or principal) as constituted on the earliest of the following dates accepted by such competent court or tribunal:
- (a) the date we receive a subsequent Contract Report Form from you;
 - (b) the date we make a subsequent payment to you under this Contract; or
 - (c) the date of a properly completed, "constitutional statement form" received by us from you.

Constitutional changes in Clause 21.1(b), (c)(i), (d) or (e)

- 22.3 If any of the events specified in Clause 21.1(b), (c)(i), (d) or (e) has occurred, this Contract will not be novated under Clauses 22.1 or 22.2 and is incapable of being novated without our signed, express consent.

Sole principals and partnerships - terms of any novation

- 22.4 Any novation under Clauses 22.1 or 22.2 is on the following terms (with "old firm" meaning "you" immediately before the novation and "new firm" meaning "you" immediately after the novation):
- (a) the new firm, by virtue of the novation, undertakes to comply with this Contract in substitution for the old firm and undertakes to be bound by it in every way as if it had been an original party to it;
 - (b) any partners (or principal) of the old firm are released from liabilities arising under this Contract after the novation, except those arising in relation to the period when the old firm was a party to this Contract and, if they remain in the new firm as principal or a partner, except so far as they may arise as a principal or partner of the new firm;
 - (c) nothing in this Contract will affect or prejudice any claim or demand that we may have against the old firm or the old firm may have against us relating to matters arising before the novation;
 - (d) all payments due from us under this Contract after the novation will be paid to the new firm;
 - (e) the new firm is liable for any debt or obligation which arose under this Contract before the novation and the old firm remains liable for any

debt or obligation provided that we may not recover the same debt from both the old firm and the new firm;

- (f) without prejudice to the generality of Clauses 22.4(c) and 22.4(e), the new firm will be liable for all monies due to us (whether that liability will have accrued before or after the novation) under the account set up by us in respect of this Contract and, for the avoidance of doubt, the new firm, by virtue of the novation, acknowledges that: (i) your account will be treated and run as a single running account as if the old firm and the new firm had been a single firm; and (ii) we may exercise any right to set off against the new firm under the provisions of Clause 14.9 in respect of any sums due under Clause 22.4(e) or this Clause 22.4(f);
 - (g) in applying any provision of this Contract after the novation, any acts and omissions of the old firm will, for all purposes, be deemed to be acts or omissions of the new firm;
 - (h) any notice, direction, Assessment, decision, Audit, status or finding relating to the old firm has effect, after the novation, as if it had been in relation to the new firm;
 - (i) any right or power (whether of termination or otherwise) under this Contract which was exercisable by us against the old firm by reference to any matter arising before the novation will be exercisable against the new firm after the novation;
 - (j) where, by virtue of any provision of this Clause 22, the old firm and the new firm are liable in respect of the same debt or obligation, the members of the old firm and the members of the new firm are jointly and severally liable for that debt or obligation.
- 22.5 Notwithstanding the novation of this Contract pursuant to Clause 22.1 or 22.2, we may at any time require the partners for the time being comprising the partnership (or the principal) to enter into a formal novation agreement with us on such terms as we may reasonably require.
- 22.6 If any of the events specified in Clause 21.1(b), (c)(i), (d) or (e) has occurred, we may agree to enter into a signed, express novation agreement with the new organisation on such terms as we may reasonably specify and within such period as we may specify. For the avoidance of doubt:
- (a) we have no obligation to enter into such a novation agreement; and
 - (b) if no novation agreement is in force within such period as we have specified, this Contract will have ended on the date of the constitutional change.
- 22.7 We will not agree to enter into a novation agreement under Clause 22.6 if we have issued a notice terminating this Contract (whether or not the notice has yet come into effect) or if we consider that either we, Clients, public funds, or the market for legal services would be adversely affected, or if the efficacy of this Contract, any of its provisions or its purpose would be compromised.
- 22.8 We will not agree to enter into a novation agreement where we have conducted an assessment under Clause 22.12 and you fail the Rejection Criteria.

- 22.9 We will not agree to enter into a novation agreement where you have not provided indemnities and guarantees pursuant to Clause 4.
- 22.10 For the avoidance of doubt, save to the extent permitted under this Clause 22 and subject to Clause 3, you are not entitled to assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with your rights and obligations under this Contract.

Qualifying Events

- 22.11 Where a Qualifying Event occurs we will require you to submit up to date responses to the Rejection Criteria taking account of the changes. You must provide a revised response within 14 days of our request. Any failure to respond shall be a Fundamental Breach.
- 22.12 We shall assess your response to the Rejection Criteria and where we determine you fail the Rejection Criteria we may terminate your Contract under the provisions in Clause 25.

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23. Bribery, collusion, false tenders, fraud and unethical behaviour

No bribery or collusion

- 23.1 You and your personnel (including any third parties you appoint in accordance with Clause 3) must do the following:
- (a) comply with Bribery Legislation;
 - (b) not commit a Prohibited Act;
 - (c) not try to bribe any of our personnel, or any person who may perform services for, or who is associated (in any way) with, us.
- 23.2 When tendering, or applying for, a contract with us, or for authority to perform Contract Work or other work, (or for the purpose of, or with the intention of, doing so) you must not collude with any other person or (for the avoidance of doubt) attempt to bribe them.
- 23.3 You must not attempt to bribe or bribe any prospective Client or Client or any person who is associated (in any way) with such prospective Client or Client.
- 23.4 You must report to us any suspicion of any breach or alleged breach of any Bribery Legislation relating to this Contract, and co-operate with us and/or any regulator and/or prosecutor in any investigation relating to the same. Any material breach by you of this Clause 23.4 will be deemed to be a Fundamental Breach.
- 23.5 You must take all reasonable steps, in accordance with Bribery Legislation, to prevent you or your personnel (including any third parties you appoint in accordance with Clause 3) from committing a Prohibited Act (including without limitation, complying with and enforcing any anti-bribery policies and procedures you have in place as appropriate).

No false tenders

- 23.5A When tendering, or applying for, a contract with us, or for authority to perform Contract Work, you must not bid any price that is unrealistically low. A price is unrealistically low if you intend to secure the contract or authority or allocation by virtue (in whole or in part) of the low price and intend, or hope, to recover some or all of the unrealistic element of it by a subsequent renegotiation of the price.

Fraud and unethical behaviour

- 23.6 You must be alive to the possibility of fraud and unethical behaviour by your personnel and by any third parties you appoint in accordance with Clause 3, must not tolerate it, and must have procedures to identify, address and counter it.

Breach of these Clauses

- 23.7 Any breach of Clauses 23.1, 23.2, 23.3, 23.5A, 23.6 and 23.7 by you or by anyone employed, or otherwise appointed by you pursuant to Clause 3 (whether with or without your knowledge) is a Fundamental Breach.

24. Sanctions

Applying Sanctions

24.1 We may apply any Sanction:

- (a) if you have materially breached this Contract or any other agreement between you and us from time to time;
- (b) if you have persistently breached this Contract or any other agreement between you and us from time to time (irrespective of the date on which we become aware of such breach). For the purpose of this Clause 24.1(b) persistent breach means:
 - (i) 3 breaches of the same term within any 24 month period;
or
 - (ii) 6 breaches of this Contract within any 24 month period,and we shall not be required to provide you with written notice of each breach;
- (c) if we are entitled to suspend or terminate this Contract or any other agreement between you and us from time to time; or
- (d) where any other term of this Contract states that we may apply a Sanction.

24.2 If you fail to comply with any of your obligations under this Contract we may, without limiting our rights in respect of such failure (including under this Clause 24 and Clause 25), notify you of such failure and set out in such notice the action that we require you to take to ensure that such failure is remedied and/or not repeated provided that such action shall be proportionate to the relevant failure. You will comply with the requirements of any notice we issue pursuant to this Clause 24.2. If you fail to comply with the requirements of any such notice, such failure shall be deemed to be a breach of a term for the purpose of Clauses 24.1(b)(i) and 24.1(b)(ii).

24.3 In addition:

- (a) we may apply any one or more of Sanctions 1, 3, and/or 4 if you are under Official Investigation;
- (b) we may apply Sanctions 1, 3 and/or 4 if your financial situation is such that we reasonably consider there is a significant risk to Clients or to public funds;
- (c) we may apply Sanctions 5 and/or 7 if any individual who is engaged in Contract Work on your behalf and who is required to have a valid practising certificate under any Relevant Professional Body rules, ceases to have one;
- (d) we may apply Sanctions 2 and/or 4 if you have failed a KPI in accordance with the requirements of KPI Annex.

24.4 The application of any Sanction is without prejudice to any other rights that we may have, but we will only apply a Sanction to the extent that it is proportionate

to the circumstances having regard to any wider concern that we may have as to your capability as a result of the number and/or range of those breaches.

Sanctions

Sanction No. 1 - suspend your right to undertake Contract Work

24.5 We may by written notice suspend your right to undertake Contract Work for the period specified in such notice.

Sanction No. 2 - refuse to pay for specified Contract Work

24.6 We may by written notice specify that you are not entitled to payment for, and we will not pay you for, some or all of the Contract Work specified in the written notice for the period specified in such notice.

Sanction No. 3 - suspend payments

24.7 We may by written notice suspend some or all payments due from us to you under this Contract for the period specified in such notice.

Sanction No. 4 – reduce your right to receive new Cases

24.8 We may by written notice reduce your share of Cases for the period specified in such notice.

Sanction No. 5 - exclude individuals from being Supervisors or performing Contract Work

24.9 If any person who is performing or has performed Contract Work is, or has been:

- (a) a cause of, or a subject of, an Official Investigation or Report; or
- (b) a cause of a Sanction; or
- (c) charged with, or convicted of, an imprisonable offence,

we may, if we reasonably consider that such a step is necessary to protect Clients' interests, to protect public funds or to protect us from material harm, prohibit the person concerned, for such period as we may reasonably specify, from:

- (i) being a Supervisor; and/or
- (ii) where the context requires, performing Contract Work or work in connection with Contract Work,

so that he or she can no longer supervise and/or perform any Contract Work or work in connection with Contract Work for you or any other Provider.

24.10 Clause 24.9 applies even if the relevant circumstances occurred before the person concerned became a member of your personnel.

24.11 We will maintain a list (accessible by you) of individuals whom we have prohibited from being Supervisors of Contract Work or from performing Contract Work or work in connection with Contract Work.

Sanction No. 6 - suspend or remove your rota allocation (if any)

24.12 If you persistently fail to comply with the requirements under this Contract relating to your rota, slots and/or panel membership (as specified in the Specification), we may by written notice suspend or remove your right to undertake Contract Work for the period specified in such notice. We may suspend or remove some or all of the slots allocated to you on the relevant rota, and may do this in relation to one or more of the rotas on which you are allocated slots.

Sanction No. 7 - suspend you from holding yourself out as a Provider

24.13 We may serve a written notice on you suspending (with effect from such date as we may specify) your entitlement under this Contract to use LAA Promotional Items and to hold yourself out, or to promote yourself, as a Provider, for the period specified in such notice.

Sanction No. 8 – termination of this Contract

24.14 We may serve a written notice on you terminating this Contract on such date as we specify in such notice. In addition our right to terminate this Contract for a Fundamental Breach by you (together with additional rights of termination) is set out in Clause 25.4(a).

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25. How this Contract can be ended

25.1 Not used.

25.2 Not used.

Termination of the Contract by us

No fault termination

25.3 We may at any time serve not less than six months' written notice on you terminating this Contract (on the date specified in the notice). In the event that we do terminate the Contract in accordance with the provisions of this clause we shall pay your reasonable Exit Costs in accordance with and subject to the provisions of Clause 26.7 below.

Termination for breach

25.4 For the avoidance of doubt and without limiting this Clause 25, our right to terminate this Contract in respect of your material or persistent breach is set out in Clause 24. In addition, we may serve a notice on you terminating this Contract on the date specified in the notice in any of the following circumstances:

- (a) you have committed a Fundamental Breach;
- (b) you have failed to meet a condition specified by us before the Contract Start Date and on which we granted this Contract;
- (c) we receive a Report and reasonably consider that termination is required to protect Clients or us from possible serious harm or to protect public funds or Clients' interests;
- (d) we receive a Report that identifies that there has been such a serious breach of Contract or of legislation or such serious professional misconduct or dishonesty that, in all the circumstances, termination is justified;
- (e) your financial situation is such that we reasonably consider that we or Clients are at significant risk of financial loss or other material prejudice;
- (f) you have failed to provide information or access to premises in accordance with Clauses 4, 8 and 9 and have not remedied such breach within seven days of a notice from us referring to this Clause and requiring you to do so;
- (g) you no longer hold the Quality Standard;
- (h) the warranty given by you pursuant to Clause 18.1(g) is materially untrue;
- (i) you commit a material breach of your obligation to notify us of any Occasion of Tax Non-Compliance as required by Clause 14.18(a);

- (j) you fail to provide details of steps being taken and mitigating factors pursuant to Clause 14.18(b) which in our reasonable opinion are acceptable;
- (k) where following a Qualifying Event we conduct an assessment in accordance with Clause 22.12 and you fail the Rejection Criteria.

25.5 If, after the Contract Start Date you and we have signed this Contract, but before the Service Commencement Date we are entitled to terminate this Contract we may serve notice on you terminating the Contract and this Contract terminates immediately on the date specified in the notice. If, before the Contract Start Date, we are entitled to terminate the Contract we may serve notice on you terminating the Contract in which case the Contract will immediately lapse and will not come into force on the Contract Start Date.

25.6 This Contract is suspended immediately with effect from the date that any Relevant Professional Body (or any other organisation that may lawfully do so) makes an intervention, order or direction that has the effect of preventing you from lawfully performing Contract Work. You must notify us immediately of any such intervention, order or direction and we may, as a result of such circumstance, terminate this Contract on written notice to you on the date we specify in such notice.

Termination of the Contract for breach of warranty

25.7 Any material breach of Clause 18.1 by you entitles us:

- (a) where the information related either to becoming a Provider or to demonstrating compliance with this Contract was inaccurate in your Tender Documents, to issue a notice terminating this Contract; and
- (b) where the information related to the authorisation of Contract Work, to issue a notice terminating the right or obligation to perform that Contract Work.

Termination of the Contract for breach of the Public Contracts Regulations 2015

25.7A We shall be entitled to terminate the Contract where any of the following circumstances arise:

- (a) we become aware that you should have been excluded from the procurement procedure leading to the award of this Contract under Regulation 57(1) or (2) of the Public Contracts Regulations 2015; or
- (b) where the Contract should not have been entered into due to a serious infringement of obligations under European law as declared by the Court of Justice of the European Union under Article 258 of the Treaty of the Functioning of the EU; or
- (c) where the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure to be instigated.

Termination or suspension of part of this Contract by us

25.8 Whenever we are entitled to terminate this Contract (including pursuant to Clause 24.14) we may terminate any part of it or suspend it or any part of it

(including without limitation, specified powers, rights and authorities to perform Contract Work under it), provided that we may not terminate the Contract in part to the extent that that part of the Contract remaining after such termination would constitute a new award of a contract for the purposes of the Public Contracts Regulations 2015. For the avoidance of doubt, this does not prevent us terminating all of the Contract Work or work or services covered by the relevant invitation to tender. We will set out the effects of any suspension (which will be less serious than termination) in the notice to you.

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26. Consequences of termination

Clients and Contract Work files

26.1 When you become aware that your right to perform any Contract Work will end, you must immediately notify all Clients who will be affected by termination, take all reasonable steps to protect them and their rights, and provide them with information about other Providers able to continue their Case (and offer to make appointments with them) and with such other information as we may specify.

When this Contract ends

26.2 Subject to Clauses 26.7 and 26.8, when this Contract ends:

- (a) all rights, authorisations, approvals, powers, licences and any status under it (of you and of all your personnel), including Promotional Items end immediately;
- (b) you must immediately stop all Contract Work;
- (c) you must immediately stop holding yourself out as able to perform Contract Work;
- (d) you must immediately stop holding yourself out as able to perform work and/or Services under this Contract.

26.3 Subject to Clauses 26.6, 26.7 and 26.8, when this Contract ends, our obligation to make payments to you under it ceases.

Contract overpayments

26.4 When this Contract ends all "overpayments and mispayments" (as described in Clause 14) become repayable to us and we may assert our rights in Clause 14.11.

26.5 When any authority to perform Contract Work ends, all "overpayments and mispayments" (as described in Clause 14) become repayable to us and we may assert our rights in Clause 14.11.

Work in progress

26.6 When this Contract ends or your right to perform Contract Work ends you must immediately send us such Contract Report as we may require and invoices for all Cases.

Exit Costs

26.7 If we terminate this Contract pursuant to Clause 25.3 and such termination takes effect before the end of the Contract Period, we shall indemnify you against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss to you as a consequence of the termination ("Exit Costs"). You shall be required to take all reasonable steps to mitigate such Exit Costs and where you hold insurance, you shall reduce the unavoidable costs by any insurance sums available. You shall be required to submit a fully itemised list of any such losses claimed together with appropriate supporting evidence in order to demonstrate that such losses have been reasonably and actually incurred by you as a result of termination. Any amount paid by us in accordance

with this Clause shall not exceed a sum which is equal to that which you were paid by us over the preceding 3 Months prior to the termination occurring.

26.8 Any Exit Costs paid to you in accordance with this Clause shall be in full and final settlement of any claim, demand and/or proceedings you make in relation to any termination by us pursuant to clause 25.3, and you shall be excluded from all other rights and/or remedies that you would otherwise have been entitled to in respect of any such termination.

26.9 Not used.

TUPE

26.10 It is likely that there will be some Employees (as defined in Clause 26.11 below) who are or have been immediately prior to the expiry or termination of this Contract or part of it engaged to work wholly or mainly in the provision of Contract Work ("**Transferring Employees**") and that as a result TUPE may apply to transfer their employment to a Replacement Provider on the date of such expiry or termination. You will retain responsibility for all Employees other than Transferring Employees.

26.11 At any point within the period of six (6) months immediately preceding the expiry or termination of this Contract or part of it or following the service of a notice under Clause 24.12 or 25 you must on receiving a request from us or any Replacement Provider, supply us and any Replacement Provider with a list which contains, in respect of any person engaged or employed by you in the provision of Contract Work (the "**Employees**"), full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those Employees. You must:

- (a) provide such information promptly and at no cost to us or any Replacement Provider; and
- (b) notify us and any Replacement Provider forthwith in writing of any material changes to such information promptly as and when such changes arise;
- (c) not make any material increase or decrease in the number of Employees;
- (d) not make any increase in the remuneration or other change in the terms and conditions of the Employees other than in the ordinary course of business and with our or any Replacement Provider's prior written consent;
- (e) not move other employees from elsewhere in your business who have not previously been employed or engaged in providing Contract Work to provide Contract Work save with our or any Replacement Provider's prior written consent; and
- (f) enable and assist us or any Replacement Provider (in advance of the date of the TUPE transfer) to communicate with and meet the Employees and their trade union or other employee representatives for the purpose of carrying out consultation either as required under TUPE and/or the Trade Union and Labour Relations (Consolidation) Act 1992.

- 26.12 You agree and acknowledge that we may provide a copy of the Employee Liability Information and any other information provided by you in relation to the Employee Liability Information to any third parties who have been invited by us, or have responded to a formal invitation to tender, for the provision of any services the same as, equivalent to or in place of Contract Work after the expiry or termination of this Contract provided that we have required any such recipient to provide written confirmation that they will use any such information so received for the sole purposes of preparing their formal proposal for the provision of the services concerned, and will comply with the Data Protection Legislation in relation to their use of such information.
- 26.13 Without prejudice to Clause 26.11, you must procure and must provide Employee Liability Information to us or any Replacement Provider at our or the Replacement Provider's reasonable request and must warrant at the time of providing such Employee Liability Information, that such information is accurate and that it will be updated to take account of any changes to such information as is required by TUPE.
- 26.14 You will indemnify and will keep any Replacement Provider indemnified in full in relation to any and all Direct Losses arising from any claim by any party as a result of you failing to provide or promptly to provide us or the Replacement Provider where reasonably requested with any information described in Clause 26.11 and/or Employee Liability Information or to provide full information described in Clause 26.11 and/or Employee Liability Information or as a result of any material inaccuracy in or omission from such information and/or Employee Liability Information.
- 26.15 You will indemnify and keep indemnified any Replacement Provider in full in relation to any and all Direct Losses caused to the Replacement Provider as a result of increased costs of employing the Employees arising as a result of any breach by you of Clause 26.11.
- 26.16 You will be liable for any claims made by or in respect of:
- (a) any of the Employees other than the Transferring Employees at any time;
 - (b) any of the Transferring Employees relating to or arising during the employment of the Transferring Employee or Transferring Employees concerned up to the date of expiry or termination (where applicable) of this Contract, including any claims for breach of contract, dismissal, unlawful deduction of wages, a protective award, redundancy payment, discrimination or relating to any personal injury, failure to consult pursuant to Regulation 13 of TUPE (save to the extent that any liability arises out of any failure by the Replacement Provider to comply with Regulation 13(4) of TUPE),

and you will indemnify and will keep any Replacement Provider indemnified in full in relation to any and all Direct Losses arising from any such claim.

- 26.17 Where any liability in relation to any Employees referred to in Clause 26.16 arises partly as a result of any act or omission occurring on or before the expiry or termination (where applicable) of this Contract and partly as a result of any act or omission occurring after such expiry or termination of this Contract, your indemnity to the Replacement Provider in Clause 26.14 and 26.15 will relate only to such part of the Direct Losses sustained by the Replacement Provider in

consequence of the liability as is reasonably attributable to any act or omission occurring before the relevant date of expiry or termination of this Contract.

26.18 A Replacement Provider is a beneficiary under and will be entitled to enforce Clauses 26.14 to 26.17 pursuant to the Contracts (Rights of Third Parties) Act 1999. In addition you will, on request, enter into an indemnity on the terms set out in Clauses 26.14 to 26.17 directly with a Replacement Provider.

Applying for a new contract

26.19 If:

- (a) we terminate this Contract for your breach
- (b) not used,

neither you nor any of your partners, shareholders, directors, Members (LLP), trustees, executive officers or personnel who, we determine, were responsible (in whole or in part) for the circumstances leading to the termination may apply to us for a contract under the Act (for such period as we may reasonably prescribe - at the time of termination or later). In most cases, the prescribed period will be at least two years (although we may prescribe a shorter period if the circumstances applicable to you or the relevant person are exceptional and justify a reduced period). This prohibition continues to have effect after this Contract has ended.

27. Reconsidering decisions and the review procedure

Informal reconsideration

- 27.1 If you disagree with any action we have taken or not taken, or a decision we have made, under this Contract you must, through your Contract Liaison Manager, provide details of the matter in writing to our Contract Manager to request an informal reconsideration of the action, inaction or decision. Any such request must be made within 21 days of the action or inaction or the date we notify you of the decision.
- 27.2 If you disagree with any decision we make following our informal reconsideration pursuant to Clause 27.1, or if we have not reconsidered the matter and advised you of the outcome within 28 days of your request under Clause 27.1:
- (a) if you wish to pursue the dispute and are permitted to do so under Clause 27.4, you must, subject to the remainder of this Clause 27.2, request a formal review; or
 - (b) if you cannot request a formal review under Clause 27.4, Clause 28 will apply, provided that the matter is not one contemplated under Clause 27.7.

Formal review procedure

- 27.3 The formal review procedure is to enable you to require us to carry out a formal reconsideration of matters within the scope of Clause 27.4.

Invoking the formal review procedure

- 27.4 The formal review procedure only applies where:
- (a) we have issued a notice under Clauses 14.16 or 24.1 to 24.12;
 - (b) we have issued a notice under Clauses 25.4 or 25.8;
 - (c) we have issued a notice under paragraph 3.5 or 5.3 of the Payment Annex; or
 - (d) subject to Clauses 27.5 to 27.6 and the remainder of this Clause 27.4(d), you consider that we have breached this Contract (in which case, you must specify which provision of this Contract you consider that we have breached and set out the reasons why you consider that we have breached it). You may only request a review of the issue to you of a notice of breach of contract if and when we subsequently terminate or suspend this Contract (or apply another Sanction) pursuant to the notice.

Disputes outside the formal review procedure

- 27.5 The following are wholly outside the formal review procedure set out in this Clause 27 but are subject to the provisions of Clause 28:
- (a) where we have suspended the effect of a decision or notice, any subsequent decision by us to remove all, or part, of the suspension (and to give effect to all, or part, of the decision or notice); and

- (b) a claim by you that we are in breach of Clause 2.2, if that claim is based on or relates to any decision within Clause 27.5(a) above.

- 27.6 Any action, inaction and decisions made in relation to Contract Work by independent committees and other independent third parties exercising functions in connection with Contract Work including the Independent Peer Review Process, are not made by us and are as a result, not subject to Clauses 27 and 28.
- 27.7 If you do not pursue your rights under and in accordance with Clauses 27 and 28 within the periods of time specified (or such longer periods of time as we may agree) you are thereby deemed to accept the position and lose your right to dispute it.

Commencing the formal review procedure

- 27.8 To invoke the formal review procedure, you must write to the Chief Executive at Legal Aid Agency, 102 Petty France, London, SW1H 9AJ (or such other address as we may notify to you).
- 27.9 All requests for review must be endorsed "Request for Formal Review" and must set out a full and detailed description of the matter and the reasons for your challenge and must be accompanied by all documents upon which you intend to rely.
- 27.10 All requests for review must be made:
 - (a) within 14 days of the date of our decision on the informal reconsideration under Clause 27.1; or
 - (b) if we have not advised you of the outcome of our informal reconsideration within 28 days of the date of your request, within 14 days of the expiry of that 28 day period.

If you, acting reasonably, regard the matter as urgent, you must state this in your request for review.

- 27.11 The Chief Executive will review your request, decide whether any additional information or documentation is required and seek to obtain that documentation (whether from you or from us). Thereafter he or she will determine whether to conduct the review himself or herself or refer it to the Contract Review Body ("CRB"), save that any request relating to a decision to require reimbursement of Reasonable Costs in respect of a further Audit under Clause 14.16 or to terminate this Contract must be referred to the CRB. Subject to the foregoing, the decision of the Chief Executive in respect of whether a matter should be referred to the CRB will be final.
- 27.12 If the Chief Executive conducts a review, he or she will determine the procedure and will decide whether to invite, or require, any further information before making a determination.

The Contract Review Body

- 27.13 The CRB comprises:
 - (a) two members nominated by us (one of which must act as the chair of the CRB); and

- (b) a member nominated by the Consultative Bodies on our request (unless we have requested them to nominate a member within a specified period but either (i) within that period no nomination has been made or (ii) the nominee is unable to attend).

At our option, the CRB may also include a member from another Provider.

- 27.14 If the formal review is to be referred to the CRB, then the secretary to the CRB will prepare a report and bundle for the CRB. This will be sent to you not less than 14 days before the CRB hearing.
- 27.15 You may respond to this report but your written response (including any skeleton argument if you are to be represented by counsel) must be received by us not less than 7 days before the CRB hearing.
- 27.16 If your application relates to a decision to terminate this Contract, then you have a right to attend or be represented at the CRB hearing. If your application relates to any other matter, then you must apply to the Chief Executive in writing not less than 7 days before the CRB hearing, for permission to attend or be represented at the CRB hearing. The decision of the Chief Executive is final on this issue.
- 27.17 If you attend or are represented at the CRB hearing, then we also have a right to attend or be represented. Oral representations will, except in exceptional circumstances, be limited to 30 minutes for each party.
- 27.18 Save as provided above, the CRB determines its own procedure. Where the members of the CRB are unable to agree on any matter, each member has one vote. In the event of an equality of votes, the chair of the CRB has the casting vote.

Determining the formal review

- 27.19 The Chief Executive or the CRB (as appropriate) will determine the formal review within a reasonable period after the request for review has been received, unless you have notified us, in accordance with Clause 27.10, that you, acting reasonably, regard the matter as urgent in which case we must use reasonable endeavours to determine the matter within 28 days of receiving your request.
- 27.20 Where there is no determination by the Chief Executive or the CRB (as appropriate) within 28 days of the date of receipt of a request from you which states that the matter is urgent in accordance with Clause 27.10, and you have complied with your obligations under Clauses 27.8 to 27.10, you may deem this formal review procedure as having expired and your rights under it as exhausted. In respect of all other requests for review however, you must await a response from the Chief Executive or the CRB (as appropriate) before considering the formal review procedure as having expired and your rights under it as exhausted for the purposes of Clause 28.
- 27.21 The Chief Executive or the CRB's determination (as appropriate) may allow the formal review, dismiss the formal review, make a different decision, give directions to your Contract Manager or recommend that a fresh decision is made within a specified period. For the avoidance of doubt the Chief Executive and the CRB's determinations are our decisions.

27.22 In accordance with the timings above, the Chief Executive or the CRB (as appropriate) will send you and your Contract Manager written reasons for their determination.

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28. Dispute resolution

28.1 This Clause 28 only applies if there is a "Formal Dispute". A Formal Dispute occurs where:

- (a) you have exhausted your rights to a formal review in accordance with and as set out at Clause 27; or
- (b) your claim or dispute does not relate to a matter set out in Clause 27.4, 27.5 or 27.6 and you have requested an informal reconsideration in accordance with Clause 27.1 and you:
 - (i) disagree with the outcome; or
 - (ii) have not been advised of the outcome within the 28 day period set out at Clause 27.2.

Any Formal Dispute will be dealt with in accordance with this Clause 28.

Mediation

28.2 Either of us may request that a Formal Dispute be referred to mediation by giving notice in writing (a 'mediation notice') to the other requesting mediation. Any notice of mediation to be given to us must be sent to the Chief Executive at Legal Aid Agency, 102 Petty France, London, SW1H 9AJ (or such other address as we may notify to you). The notice must be given within the following period:

- (a) where the matter falls within Clause 27.4, within 14 days of your rights to a formal review being deemed exhausted under Clause 27.20; or
- (b) where the matter does not fall within Clause 27.4:
 - (i) within 14 days of the date of our informal reconsideration; or
 - (ii) where you have not been advised of the outcome of your request for informal reconsideration within the 28 day period set out at Clause 27.2, within 14 days of the expiry of such 28 day period.

28.3 The party receiving the mediation notice must respond in writing within 14 days of the date of the mediation notice.

28.4 Unless otherwise agreed between you and us, any mediation will be conducted in accordance with the CEDR Model Mediation Procedure, and the mediator will be nominated by CEDR.

28.5 If the party receiving the mediation notice agrees to mediation, the party who requested the mediation shall notify CEDR and take the necessary steps to arrange the mediation (or to ask CEDR to assist to secure the involvement of the other party).

28.6 Any mediation will take place not later than 28 days after the date the parties agree to mediation.

Disputes subject to court proceedings

28.7 You or we may refer a Formal Dispute to be decided by the courts of England and Wales in accordance with Clause 29 by issuing and serving on the other a claim form and particulars of claim within the following periods:

- (a) if you and/or we do not agree to mediation:
 - (i) where the matter falls within Clause 27.4, within one year of your rights to a formal review being deemed exhausted under Clause 27.20; or
 - (ii) where the matter does not fall within Clause 27.4, (1) within one year of the date of our informal reconsideration, provided that you have been advised of the outcome of our informal reconsideration within the 28 day period set out at Clause 27.2; or (2) where you have not been advised of the outcome of your request for informal reconsideration within the 28 day period set out at Clause 27.2, within one year of the expiry of such 28 day period;
- (b) if you and we agree to mediation but no settlement is reached, within one year from the date of the mediation notice, or such longer period as you and we may agree.

28.8 We each agree that a failure by one of us to issue and serve a claim form and particulars of claim within the period specified by Clause 28.7 means that that party will be deemed to have waived its rights to bring any legal proceedings and/or to pursue a remedy in respect of that dispute.

28.9 We each agree that any proceedings will be issued out of the Central London County Court or the Royal Courts of Justice (each a "Relevant Court"), as applicable, and thereafter you and we agree not to apply to transfer the proceedings to any other court that is not a Relevant Court. In the event that proceedings are issued out of any court that is not a Relevant Court, the issuing party must immediately apply, at its own cost, for the proceedings to be transferred to a Relevant Court and you and we agree to consent to the transfer of proceedings to a Relevant Court.

Address for service

28.10 Any documents to be served on us should be marked for the attention of the Chief Executive and served by one of the following methods:

- (a) delivered personally to the postal address specified in Clause 28.11; or
- (b) not used; or
- (c) sent by DX to the address specified in Clause 28.11; or
- (d) sent by pre-paid first-class post, recorded delivery or registered post in each case to the address specified in Clause 28.11.

28.11 The addresses and contact details referred to in Clause 28.10 are: The Chief Executive, Legal Aid Agency, 102 Petty France, London, SW1H 9AJ (or such other address as we may notify to you). DX: 152380 Westminster 8.

29. Governing law and jurisdiction

- 29.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Contract and any non contractual obligations arising out of or in connection with it, are governed by the law of England.
- 29.2 Subject to Clauses 27 and 28, the courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract. The parties irrevocably agree to submit to that jurisdiction.

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30. General

Entire agreement

30.1 This Contract (together with the appropriate sections of any documents that are referred to in it (as they may be amended where applicable)) represents the entire agreement and understanding between the parties in connection with its subject matter. This Contract supersedes any previous agreement between the parties relating to its subject matter. It supersedes all prior negotiations, representations and undertakings, whether written or oral. Nothing in this Clause excludes any liability for fraud or fraudulent misrepresentation.

30.2 You acknowledge that this Contract has not been entered into wholly or partly in reliance on, nor have you been given any warranty, statement, promise or representation made by, or on, our behalf (other than as expressly set out in this Contract). To the extent that any such warranties, statements, promises or representations have been given, you unconditionally and irrevocably waive any claims, rights or remedies which you might otherwise have had in relation to them.

If we waive, delay or omit to exercise rights

30.3 No failure by us to exercise any power (or to insist upon strict compliance by you with any obligation or condition) shall constitute a waiver of any of our rights under this Contract.

30.4 No waiver by us of any particular default by you shall affect or impair our rights in respect of any other default (of any kind) by you.

30.5 No delay or omission by us to exercise any rights arising from any particular default by you shall affect or impair our rights in respect of such default or any other default (of any kind) by you.

If you or we are prevented from complying with this Contract

30.6 Neither of the parties to this Contract is responsible to the other for any delay in performance, or for any non-performance, of its obligations and duties under this Contract due to any cause beyond its reasonable control. Causes beyond reasonable control are confined to:

- (a) severe physical damage caused by storm, fire or flood; and
- (b) criminal acts; and
- (c) epidemic,

except any fire, flood or criminal act caused or committed by any member of the affected party's personnel. For the avoidance of doubt, nothing in this Clause shall relieve you from implementing and complying with the Business Continuity Plan.

30.7 If any cause within Clause 30.6 occurs the affected party must immediately:

- (a) inform the other party in writing of such cause and of what obligation or duty it has delayed or prevented being performed; and

- (b) take all action within its power to comply with the terms of this Contract as fully and promptly as possible (including, where the affected party is the Provider, implementing its Business Continuity Plan),

and, unless the affected party takes such steps, this Clause must not have the effect of absolving it from its obligations under this Contract.

30.8 If the circumstances described in Clause 30.7 arise, but do not appear to be of a temporary nature, either party may give the other notice of termination of this Contract within such period as is reasonable in the circumstances (which shall be no shorter than one month).

30.9 Any notice under Clause 30.8 shall not take effect if the party that was prevented from complying with this Contract (or complying with it in a timely manner) is able, to the other party's satisfaction, to comply with its obligations and duties under this Contract within the period of notice specified in accordance with Clause 30.8.

If any part of this Contract is held to be invalid

30.10 Subject to Clauses 30.11 and 30.12, if any term of this Contract is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, or if the inclusion of any term is held by any such authority to be in breach of those rules relating to the procurement of contracts by the public sector, the other terms of this Contract and the remainder of the affected term so far as practicable shall continue to be valid and enforceable.

30.11 If, in our reasonable opinion, the effect of a decision of a court, tribunal or other competent authority (i) adversely affects the efficacy of this Contract or (ii) is that a term of this Contract (or the same – or very similar – term in another of our contracts) is invalid, illegal or unenforceable in whole or in part with the effect that the purpose of this Contract is undermined or our position is materially prejudiced, we are entitled:

- (a) to either, (i) amend this Contract so as to restore its efficacy and (ii) substitute for such term (or part of a term) such further term (or part of a term) the meaning of which has been advised by leading counsel instructed by us to be as close as permissible to that of the invalid, illegal or unenforceable term (or part of a term); or

- (b) to give you notice terminating this Contract, or terminating specified powers, rights and authorities to perform Contract Work under it on the expiry of reasonable notice which shall not be less than three months.

30.12 If, in your reasonable opinion, the effect of Clause 30.11 (following a decision of a competent authority) is such that your position is prejudiced, you may:

- (a) ask us to agree a suitable amendment to this Contract; or
- (b) give us notice terminating this Contract either immediately or on the expiry of such other period of notice as you may specify.

Providing information under the National Audit Act 1983

30.13 For the purpose of examination of our accounts, or any examination under section 6(1) of the National Audit Act 1983 as to the economy, efficiency and effectiveness with which we have used our resources, the Comptroller and Auditor General may examine such information as he or she may reasonably require which are owned, held or otherwise within your control and may require you to provide such information and oral or written explanations as he or she may reasonably require for those purposes. You must promptly give all reasonable assistance to the Comptroller and Auditor General for those purposes.

Providing information under legislation

30.14 Without limiting the provisions of Clauses 15, 16 and 17, we may be required by other legislation to provide information that you hold. If we ask you to give us such information, you must do so without delay.

If we commission research on this Contract

30.15 You must co-operate with any Researchers and provide such information to them as they may reasonably require. Such co-operation includes permitting the Researchers, on reasonable notice, to have access to your premises during normal Business Hours and to review, on the premises, the files of Clients and Former Clients. It also includes, occasionally, discussing with the Researchers issues relating to the operation of this Contract.

30.16 At any time, we may commission research on the operation of our contracts. If we do so, the product of such research, and all rights in it, are our property. If you request them and they exist, we will make available to you (subject to our frights) any research findings that may have been derived from your operations.