

## CIVIL CONTRACT FOR SIGNATURE 2013 (WELFARE BENEFITS)

CONTRACT NUMBER < >

This Contract is made on the date on which the Provider (defined below) executes it in accordance with the requirements of Clause 7 (*Execution*)

Between:

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

### BACKGROUND

- (A) On 31 May 2013 we published invitations to tender for legal services in the Welfare Benefits Category of Law.
- (B) Following our evaluation of your tender(s), we wish to appoint you to provide Contract Work and you are willing to provide the same and to accept such appointment on the terms and conditions of the Contract.

### 1. Definitions and order of precedence

- 1.1 The expression "Standard Terms" shall mean the Standard Terms 2013 (Welfare Benefits). Words and expressions defined in the Standard Terms shall have the same meaning when used in this Contract for Signature subject to Clause 1.2.
- 1.2 For the avoidance of doubt, in the event of any conflict between the provisions of this Contract for Signature and the Standard Terms (or any of the other Contract Documents) the provisions of this Contract for Signature shall prevail as further provided in Clause 12.1 of the Standard Terms (*Contract Documents and precedence*).

### 2. Contract Period

- 2.1 The Contract Start Date shall be 1 September 2013 and the Service Commencement Date, being the date from which you may deliver Contract Work, shall be 1 October 2013. The Contract Period shall be the period of three years commencing on the Service Commencement Date.
- 2.2 The Contract shall commence on the Contract Start Date and will, subject to early termination in accordance with the terms of the Contract (including this Clause 2), expire at the end of the Contract Period.

2.3 We may extend the Contract Period on any number of occasions and for any period provided that:

- (a) the minimum period of any such extension is three months; and
- (b) the aggregate duration of all extensions to the Contract Period pursuant to this Clause 2.3 may not exceed two years.

2.4 To extend the Contract Period pursuant to Clause 2.3, we must give you at least three months' (in the case of the first extension) or one month's (in the case of any subsequent extensions) notice before the expiry of the current Contract Period.

### 3. **Authorised Litigator**

3.1 Your Authorised Litigator is:

<b>Authorised Litigator</b>
<i>[Insert named individual or state "N/A"]</i>

### 4. **Conditions**

4.1 We have granted this Contract on the following conditions:

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

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

**5. Predecessor Bodies**

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

*[List or state "None"]*

**6. Annex**

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

**7. Execution**

7.1 This Contract may be executed solely through the Contract acceptance screen within the Contracted Work and Administration (CWA) application of our Online Service by your authorised signatory:

- (a) completing the execution clause in accordance with its terms; and
- (b) clicking the 'Accept Contract' button

subject, in each case, to the requirements of the Online Service terms of use at <https://lsconline.legalservices.gov.uk/fp-war/termsAndConditions.jsp>.

7.2 No Contract shall be effective until you have executed it as provided by Clause 7.1.

7.3 References in this Clause 7 to "execution clause" are to the provisions in the Contract acceptance screen within the CWA application of our Online Service which provide for your execution of the Contract.

7.4 The execution clause and its terms are incorporated into this Contract.

Signed by ..... Date .....

Status of signatory

Authorised signatory for and on behalf of the Lord Chancellor

**Annex to the Contract for Signature**

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

**A. Schedules**

Your Schedule(s) are as follows:

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

DRAFT

**B Contact Details**

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

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

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

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

Fax number:	01264 341908
E-mail address:	<a href="mailto:civil.contracts@legalaid.gsi.gov.uk">civil.contracts@legalaid.gsi.gov.uk</a>
DX number:	DX 328 London
Postal address:	The Legal Aid Agency, 102 Petty France, London, SW1H 9AJ

**C Quality Standard**

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