

# DRAFT CIVIL LEGAL ADVICE (CLA) 2018 DISCRIMINATION CONTRACT

## CONTRACT FOR SIGNATURE

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").

### PRELIMINARY

- (A) On [ ] May 2018 we published an invitation to tender for legal services in relation to the provision of a telephone based civil legal advice service.
- (B) You submitted a tender in response to the above invitation.
- (C) Following our evaluation of your tender, we wish to appoint you to provide CLA Contract Work in the Categories of Law specified in this Contract for Signature and you are willing to provide the same and to accept such appointment on the terms and conditions of this Contract.
- (D) Your Contract in relation to the delivery of CLA Contract Work is formed by and consists of (1) this Contract for Signature (including the annex); (2) the CLA Contract Standard Terms 2018; (3) Annex 1 (the 2018 CLA Specification); (4) Annex 2 (Cases, Fixed Fees and Hourly Rates (Controlled Work)); (5) Annex 3 (Payments and Disbursements); (6) Annex 4 (IT Requirements, the CMS and Business Continuity); (7) Annex 5 (KPIs); (8) Annex 6 (Complaints); and Annex 7 (Unreasonable Behaviour).

### 1. Definitions and order of precedence

- 1.1 The expression "Standard Terms" shall mean the CLA Contract Standard Terms 2018. Subject to Clause 1.2 below, words and expressions defined in the Standard Terms and the 2018 CLA Contract Specification shall have the same meaning when used in this Contract for Signature and the remaining Annexes which comprise the Contract.
- 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 [ ] 2018 and subject to the terms of this Clause 2 the contract period shall commence on the Contract Start Date and end after a period of two years from the Service Commencement Date (the "Contract Period").

- 2.2 The Contract shall commence on the Contract Start Date and will, subject to any early termination or extension by us in accordance with the terms of the Contract (including this Clause 2), expire at the end of the Contract Period.
- 2.3 Subject to Clause 2.4 below we may at our sole discretion exercise the right to 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 months' (in the case of any subsequent extension) notice before the expiry of the current Contract Period.
- 2.5 Subject to Clause 2.6 below, you may not terminate this Contract and you hereby agree to deliver the services (as defined in the Specification) at all times throughout the Contract Period, including any extension to the same in accordance with Clauses 2.3 and 2.4 above.
- 2.6 You shall be entitled to terminate this Contract in circumstances where the Contract is substantially amended by us to the extent that the Public Contracts Regulations 2015 require a new procurement procedure to be instigated. In order to effect such termination you must provide us with written notice of your intent and any such termination will take effect on the day before the day on which the relevant amendment would otherwise come into effect. In the event of any dispute as to whether a proposed amendment would require a new procurement procedure to be instigated under the Public Contracts Regulations 2015 such dispute shall be resolved in accordance with the terms of Clause 28 (Dispute resolution) of the Standard Terms. Where there is such a dispute then provided the Expiry Date is not exceeded the Contract shall remain in place pending its resolution.

### 3. Conditions

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

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

We may terminate this Contract pursuant to Clause 25.2(b) of the Standard Terms if you fail to meet any of such conditions.

### 4. Categories of Law

- 4.1 This Contract allows you to perform Contract Work in the following Category of Law:

**Discrimination**

### 5. Predecessor Bodies

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

**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 This Contract shall not take legal effect 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

Issue Number	Date of Issue
[insert number]	[insert date]

### A. Schedules

Your Schedule(s) are as follows:

Office Address	Schedule Reference
1. [Insert address]	[insert number]
2. (etc)	

### B Contact Details

For the purpose of Clause 2.5 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 20.4(a) of the Standard Terms, your designated fax number, e-mail address, DX number and postal address as at the Contract Start Date are 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 20.4(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:	civil.contracts@legalaid.gsi.gov.uk

DX number:	DX 328 London
Postal address:	The Legal Aid Agency, 102 Petty France, London, SW1H 9AJ

**C Quality Standard**

You must hold valid Lexcel or Specialist Quality Mark (SQM) accreditation throughout the Contract Period.

DRAFT