

Draft Annex 2 – Payment Annex

Part 1 - Payment Provisions

Unless otherwise stated, definitions in this Annex 2 shall have the meaning in the Contract for Signature, Standard Terms and Specification.

In this Annex 2 the following expressions have the following meanings:

“*Case Fee*” means, in respect of any Closed Case, the sum of ([]¹) which shall be payable by us to you in respect of that Closed Case in accordance with the requirements of this Contract and for the avoidance of doubt any Case which was commenced under a separate contract shall not be payable by us under the terms of this Contract:

“*Closed Case*” means a Case that has been referred to you by the DSCC and which is subsequently:

- (a) processed to completion on the ECMS following the provision of advice and assistance to the relevant Client by you over the telephone in accordance with the requirements of this Contract;
- (b) referred by you back to the DSCC;
- (c) cancelled by the DSCC; or
- (d) where you ascertain that no further action is required e.g. the police inform you that the Client has been released or has indicated they have declined legal advice.

1. **Case Fees**

- 1.1 Subject to receiving and verifying your Claim for payment in accordance with the requirements of Clause 14 of the Standard Terms we shall pay you the applicable Case Fee monthly in arrears for each Closed Case dealt with by you during the relevant Month as reported to us by the DSCC.
- 1.2 Any Case that is referred back to you for further advice on the same matter after you have recorded it as a Closed Case shall not be treated as a second or subsequent Closed Case and you may not claim a separate fee or Case Fee for such a reopened Case.

¹ To be updated prior to contract signing.

- 1.3 Unless otherwise expressly agreed by the parties in writing or expressly set out in this Contract, the Charges shall constitute our entire payment obligations for Contract Work provided under this Contract.
- 1.4 Not less than once in each year of the Contract Period you will provide us with your detailed suggestions as to how the Case Fee can be reduced and whether making any adjustments to how Contract Work is undertaken would enable the Case Fee to be reduced.
- 1.5 Subject to the terms of this Contract we may by notice in writing to you refuse to pay the Case Fee in relation to any individual Case where the Contract Work provided by you was not, in our reasonable opinion, delivered in accordance with the requirements of this Contract.

2. **Payment**

- 2.1 Subject to the terms of this Contract you will, from the Service Commencement Date, be entitled to payment of the sum of the Case Fee multiplied by the total number of Closed Cases dealt with by you during each Month throughout the Contract Period.
- 2.2 You will send us an invoice by the 10th day of each Month (or, where such day is not a Business Day, the following Business Day) for the Charges due in respect of Closed Cases in the previous Month to any email address as we may from time to time notify you. The invoice must be in the format set out in and contain the information required by the template invoice set out in Part 2 of this Annex.
- 2.3 If we disagree with any amount invoiced or require any further information with respect to any amount invoiced, we will notify you of such disagreement or request such further information that we reasonably require in order to validate an invoice within thirty (30) Business Days of receiving the invoice. Pending the resolution of such matter we shall be entitled to withhold payment of such part of the monies which are in disagreement or subject to further investigation.
- 2.4 Payment by us shall be without prejudice to any claims or rights which we may have against you and shall not constitute any admission by us as to the performance by you of your obligations under this Contract.
- 2.5 You are reminded of the provisions of:
 - 2.5.1 Clause 14.7 of the Standard Terms which states (in part) that if VAT is properly chargeable on any amounts we will pay VAT in addition; and
 - 2.5.2 Clause 14.8 of the Standard Terms which requires you on request by us to promptly provide us with the details we specify about any VAT arising under this Contract.

2.6 In terms of your assessment of whether VAT is properly chargeable in respect of any Case Fee, you must at all times comply with the requirements of the Value Added Tax Act 1994. We would also refer you to HMRC policy in relation to overseas Clients which is available at www.hmrc.gov.uk and to the HMRC National Advice Service on 0845 010 9000 for queries on VAT in individual Cases.

Part 2 – Template Invoice



Legal Aid Agency
102 Petty France, London SW1H 9AJ

Provider: [XXXX]
LAA Account Number: [XXXX]
Invoice Number: [XXXX]
Invoice Date: [XX/XX/XXXX]
Invoice Period: [XXXX - XXXX]

Invoice for Police Station Telephone Advice (CDD Service)
To be sent to [any email address we may specify from time to time](#)

Cases Claimed (where VAT is properly chargeable in respect of any Case Fee)

Invoice Period	Case Fee	No. of Closed Cases delivered in month falling within relevant Band	Case Costs	VAT Rate	VAT	Total for Closed Cases
[xx/xx/xxxx – xx/xx/xxxx]	xx	xx	xx	xx	xx	xx

Cases Claimed (where VAT is not properly chargeable)

Invoice Period	Case Fee	No. of Closed Cases delivered in month falling within relevant Band	Case Costs	Total for Closed Cases
[xx/xx/xxxx – xx/xx/xxxx]	xx	xx	xx	xx

Total number of Closed Cases delivered in the Contract Year to which this invoice relates (including those Closed Cases for which payment is being claimed on this invoice)	xx
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Payment Details

Invoice due for payment by: [DUE DATE]
Payment should be made to: [BANK NAME]
Account Name: [ACCOUNT NAME]
Sort Code: [SORT CODE]
Account No: [ACCOUNT NUMBER]
VAT No: [VAT NUMBER]