

2026 CRIMINAL DEFENCE DIRECT CONTRACT

CONTRACT FOR SIGNATURE

CONTRACT NUMBER []

This Contract is made on the date on which the CDD Provider (defined below) executes it in accordance with the requirements of Clause 6 (Execution) of this Contract for Signature.

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 CDD Provider]** ("you/your") a **[company/limited liability partnership/ registered charity]** registered in England and Wales under the registration number **[insert registration number]** whose registered address is at **[insert registered address]** (the "CDD Provider").

BACKGROUND

- (A) On [] 2025 we published an invitation to submit tenders for the provision of telephone based legal advice and assistance to Clients detained at any Police Station who require provision of the CDD Service (as defined in the Standard Terms).
- (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 the CDD Service and you are willing to provide the same and to accept such appointment on the terms and conditions of this Contract.
- (D) The Contract comprises of those documents as set out in Clause 12.1 of the Standard Terms.

1. Definitions and order of precedence

- 1.1 The expression "Standard Terms" shall mean the 2026 Criminal Defence Direct Contract Standard Terms. The expression "Specification" shall mean the 2026 Criminal Defence Direct Contract Specification. Words and expressions defined in the Standard Terms or Specification 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 Specification (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 the date on which this Contract is executed and shall end on 31 May 2031 (the "Contract Period").

3. Service Commencement Date

- 3.1 The Service Commencement Date shall be 4 May 2026.

4. Conditions

4.1 We have granted this Contract on the following conditions:

| Condition |
|--|
| 4.1A The CDD Provider agrees and shall (at its own cost) successfully implement and achieve each and every milestone and any testing requirements set out in the Implementation Plan on or before the expiry of the Implementation Period. |
| 4.1B If the CDD Provider, in the LAA's opinion, is in breach of Clause 4.1A above then the LAA shall be entitled to terminate this Contract (without prejudice to any other right or remedy) in accordance with Clause 25.5 of the Standard Terms. |

5. Predecessor Bodies

5.1 For the purposes of Clause 1.26 of the Standard Terms the following include those organisations which are Predecessor Bodies:

[List or state 'None']

6. Annex

6.1 The annex to this Contract for Signature sets out information and terms specific to you as at the Contract Start Date. This information may be updated from time to time in accordance with the 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 in any number of counterparts, and by the parties to this Contract on separate counterparts, but shall not be effective until each party to this Contract has executed at least one counterpart. Each counterpart shall constitute an original of this Contract but all the counterparts together shall constitute one and the same instrument.

Signed by Date.....

Status of signatory.....

Authorised signatory for and on behalf of the Lord Chancellor acting in her capacity as the Secretary of Justice on behalf of the Ministry of Justice via the Legal Aid Agency

Signed by Date.....

Status of signatory.....

Authorised signatory for and on behalf of [insert full name of the CDD Provider]

Annex to the Contract for Signature

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

A Contact Details

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

| | |
|---------------------------|--------------------|
| Contract Liaison Manager: | [insert full name] |
|---------------------------|--------------------|

For the purpose of Clause 20.4(a) of the Standard Terms, your designated e-mail address, DX number and postal address as at the Contract Start Date are as set out in the table below:

| | |
|-------------------|---------------------------|
| 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 2.3 of the Standard Terms, as at the Contract Start Date your Contract Manager is as set out in the table below:

| | |
|-------------------|--|
| Contract Manager: | |
|-------------------|--|

For the purpose of Clause 20.4(b) of the Standard Terms, our e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

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

B Quality Standard

You must hold valid Lexcel or Specialist Quality Mark (SQM) accreditation from the Service Commencement Date and subsequently during the term of the Contract.

DRAFT