



**Legal Services Commission
Unified Contract Standard Terms 2007
(Including 1 July 2008 amendments)**

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Unified Contract Standard Terms 2007**

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FOREWORD

Background

- A The Commission has a statutory obligation to establish, maintain and develop the Legal Aid Scheme i.e. the Community Legal Service ("CLS") and the Criminal Defence Service ("CDS") under sections 4(1) and 12(1) of the Act.
- B In funding services as part of the CLS or CDS, the Commission has a statutory duty to aim to obtain the best possible value for money under sections 5(7) and 18(3) of the Act.
- C In relation to the CLS, the Commission has statutory duties to secure (within the resources made available and priorities set in accordance with part 1 of the Act) that individuals have access to services that effectively meet their needs under section 4(1) of the Act.
- D In relation to the CDS, the Commission has statutory duties to secure access to such advice, assistance and representation as the interests of justice require under section 12(1) of the Act.
- E The Commission may accredit persons or bodies providing services under the CLS or CDS. Any system of accreditation must include provision for the monitoring of the services provided by accredited persons or bodies and for the withdrawal of accreditation from any such persons providing services of unsatisfactory quality under sections 4(8) and 12(4) of the Act.
- F The Commission may fund services as part of the CLS and CDS by entering into contracts with persons or bodies for the provision of "services" (CLS) and "advice and assistance" and "representation" (CDS) by them under sections 6(3), 13(2) and 14(2) of the Act.
- G The purpose of this Contract is to enable the Commission to comply with its statutory duties and fulfil its statutory functions.

LSC General Contracts

- H This Contract is to replace the Commission's General Contracts – Civil, Criminal and Family Mediation. Civil and Family Mediation work will be covered from 1 April 2007. Criminal work will be covered from 1 April 2008.
- I Civil and Criminal contracts were awarded on an office-by-office basis, so that an underperformance or non-compliance at one office would only affect the civil or criminal contract for that office. In contrast, each Supplier has only one Unified Contract. This means that each Supplier is responsible for the performance of its organisation as a whole. An underperformance, or non-compliance, at one office is an underperformance or non-compliance by the organisation as a whole.

1 Interpretation

- 1. In this Contract the following expressions have the following meanings:

"Access to Justice Legislation" includes the Act, Statutory Instruments, directions and authorisations of the Lord Chancellor applying to this Contract, Arrangements and the Funding Code;

"Account Manager" means a person nominated by us to liaise with a Supplier, that is not a Preferred Supplier, about this Contract (see Clause 3);

"Act" means the Access to Justice Act 1999;

"Annex" means, unless expressly stated otherwise, an annex to the Contract Document referring to it (and is part of the Contract Document);

"Approved Representative" means any person, firm or company approved by you to supply services to you;

"Approved Personnel" means any person approved as such in accordance with the Approved Personnel and Supervisors Annex;

"Arrangements" means any arrangements made under the Act by us;

"Assessor" means a person appointed by us to assess Suppliers' Claims;

"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). *"Assess"* has the associated meaning and *"Assessed Claim"* means a Claim which has been subject to Assessment;

"Associated CLS Work" means Legal Help, Investigative Help and Legal Representation in actual or proposed proceedings for judicial review (including under the Human Rights Act 1998) or habeas corpus, arising from any matter within the Crime Category of Law;

"BACS" means BACS Ltd (formerly known as Bankers' Automated Clearing Services);

"Bid Documents" means any documents that you have submitted to us with a view to obtaining a contract with us or authority from us e.g. authority to carry out specified work or an allocation of Matter Starts;

"Bid Zone" means a geographical area prescribed by us for the purposes of Contracts or for Contract Work;

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

"Category of Law" or *"Category"* or *"Category of Work"* means a category of law defined in the Funding Code (and which may be described in the Funding Code as an "SQM Category") and any reference to any Category of Law by name alone e.g. "Family" implies the words "Category of Law" immediately following it;

"Category Specific" means relating only to one Category of Law;

"CDS" means the Criminal Defence Service;

"Certificate" has the meaning defined in the Funding Code;

"Change of Control" means, in the case of a company, a change of control (as defined by section 416 of the Income and Corporation Taxes Act 1988 ("ICTA")) in you or your Parent Company and, in the case of a limited liability partnership, has a like meaning but as if:

- (a) for all references to "the company" (other than in sub-section 416 (6) of ICTA) there were substituted references to "the limited liability partnership";
- (b) in sub-section 416 (2)(a) of ICTA the words "of the share capital or issued share" were omitted;
- (c) in sub-section 416 (2)(b) of ICTA for the words "such part of the issued share capital of the company" there were substituted "such entitlement to the profits of the limited liability partnership";
- (d) in sub-sections 416 (2)(b) and (c) and 416 (6) of ICTA for the word "participators" there were substituted "Members (LLPs)"; and
- (e) in sub-section 416 (6) of ICTA:
 - (i) for all but the last reference to "company" there were substituted "company or limited liability partnership";
 - (ii) for the reference to "companies" there were substituted "companies or limited liability partnerships (as the case may be)"; and
 - (iii) for the last reference to "company" there were substituted "limited liability partnership";

"Child" means a person under 16;

"Civil Contract Work" means Contract Work in any Category of Law except the Crime Category of Law and which is not Family Mediation Contract Work;

"Civil Office Schedule" means an Office Schedule authorising Civil Contract Work;

"Civil Procedure Rules" means the Civil Procedure Rules 1998 as amended or replaced from time to time;

"Claim" means a claim for payment for Contract Work submitted on the form we have specified for that purpose;

"Class of Work" means work that may be provided under the Act within a class specified by us in the Specification;

"Clause" means a clause of these Contract Standard Terms (unless specified otherwise);

"Client" means an Eligible Person for whom you are performing (or have performed) Contract Work;

"CMRF" means our Consolidated Matter Report Form;

"Commission" means the Legal Services Commission;

"Community Legal Service" (or *"CLS"*) has the meaning given in section 4 of the Act;

"Consultative Bodies" means The Law Society and the Advice Services Alliance (and any other body as we may agree with you we will consult in accordance with this Contract);

"Consultation Response" means our formal written response made following one of our public consultation exercises, in which we set out our policy decisions;

"Contract" means this LSC Unified Contract between you and us which consists of the Contract Documents;

"Contract Documents" means (a) the Contract for Signature (including the Key Information Tables); (b) the Schedules; (c) the Contract Standard Terms; and (d) the Specification;

"Contract for Signature" means the Contract Document issued by us and designated as such, together with the Key Information Tables;

"Contract Review Body" and *"CRB"* mean the body appointed by us to determine specified formal reviews under this Contract;

"Contract Report" means a report providing information required by us on any aspect of your performance under this Contract, on the matters and cases commenced under it (including e.g. the Contract Work performed and the position on each and the names and addresses of Clients) and on Claims made and payments received;

"Contract Report Form" means our form for providing information about this Contract e.g. about Contract Work, your performance under and compliance with this Contract or your legal status and constitution, or for claiming payment for Contract Work;

"Contract Standard Terms" means these LSC Unified Contract Standard Terms;

"Contract Start Date" is the date, specified in the Contract for Signature, as the date this Contract starts;

"Contract Work" is all the work that you may perform for Clients under, or by virtue of, this Contract;

"Contract Year" means the period of 12 months from 1 April to 31 March inclusive;

"Controlled Legal Representation" has the meaning defined in the Funding Code;

"Controlled Work" has the meaning defined in the Funding Code;

"Costs Appeals Committee" means the committee appointed by us for the purpose of determining appeals against Assessments on Points of Principle of General Importance;

"Costs Limitation" means the limitation setting out our maximum liability as to costs (including profit costs, disbursements and Counsels' fees but excluding VAT and the costs of assessment) imposed upon any Licensed Work Certificate by the Director;

"Devolved Powers" means the powers and functions listed as such in the Specification that we have authorised you to exercise and discharge under this

Contract (and which you must exercise and discharge unless we have directed you otherwise);

"Direct Case Work Time" means time reasonably spent by Approved Personnel in providing Controlled Work to Clients and which is time additional to that which you would have provided had you not been authorised by us to provide it under this Contract;

"Director" has the meaning given by the Funding Code;

"Eligible Person" means an individual who has been assessed (by a competent person or body) as a person for whom, under Access to Justice Legislation, Contract Work may be performed;

"Emergency Certificate" means a Certificate for Emergency Representation;

"Emergency Representation" has the meaning set out in the Funding Code (Section 5 of Part A: criteria);

"Equality and Diversity Contract Report Form" means our form for requesting equality and diversity information about your clients and personnel;

"Exceptional Case" means a case which would otherwise be paid under a fixed fee but which is payable on hourly rates because of the extent by which the claim exceeds the fee;

"Family Mediation" has the meaning set out in the Funding Code;

"Family Mediation Contract Work" means Contract Work authorised under a Schedule specifically for that Contract Work (and designated as such);

"Family Proceedings" has the meaning defined in the Funding Code;

"Fixed Fee Margin" means the amount, expressed as a percentage, by which the fixed fees you have claimed for Contract Work exceed the costs for that Contract Work that would have been payable had the work been payable other than by a fixed fee e.g. payable by relevant hourly rates;

"Former Client" means a person for whom you have performed work under the Act or the Legal Aid Act 1988);

"Full Representation" has the meaning set out in the Funding Code;

"Fund" means the Legal Aid Fund;

"Fundamental Breach" means a serious breach of this Contract, which is described in an Annex to these Contract Standard Terms;

"Funding Certificate" has the meaning defined in the Funding Code;

"Funding Code" means the code published under section 8 of the Act, including its criteria, procedures and guidance;

"Funding Code Criteria" means the criteria set out in the Funding Code for deciding whether to fund or to continue to fund services;

"Graduated Fee" means a fee designated as such (and paid in the circumstances set out and at the levels set out) in the Specification;

"Guidance" means such guidance as is set out in the Specification or in an Annex;

"Help at Court" has the meaning set out in the Funding Code;

"Hourly Cost" means (using the figures first specified in your current Schedule) the hourly cost calculated by dividing: (a) the total sum to be paid to you for Controlled Work (except for any payment for disbursements) by (b) the total number of hours of Direct Casework Time to be performed by you (or such other hourly cost that we may agree with you is appropriate). Where the figures first specified in your current Schedule are such as to recover a previous overpayment, or pay a previous underpayment, that element is disregarded in calculating the Hourly Cost. Start up and additional costs are not paid for Controlled Work and are also disregarded;

"Immigration Asylum" means any work which is (a) within the Immigration Category of Law and (b) involves a claim that it would be contrary to the United Kingdom's obligations under the Refugee Convention under Article 3 of the Human Rights Convention for the claimant to be removed from, or required to leave, the United Kingdom;

"Immigration Non Asylum" means any work which is within the Immigration Category of Law and does not constitute Immigration Asylum work;

"Independent Costs Assessor" means a person appointed by us to assess Suppliers' Claims;

"Independent Funding Adjudicator" means a person appointed by us to determine applications for funding in accordance with the Funding Code;

"Independent Peer Review" means the independent audit of the standard of your Contract Work specified by us;

"Independent Peer Review Process" means the process described in the "Independent Peer Review of Legal Advice and Work Final Process Paper" dated November 2005 as amended by us (provided that any changes made by us shall only be of a procedural or technical nature and not material in the light of the Contract as a whole, unless they are being made to reflect an amendment that has been adopted in accordance with Clause 13);

"Independent Peer Reviewer" means an appropriately qualified person carrying out the Independent Peer Review function;

"Individual Case Claim" means a Claim for payment for Contract Work, on an individual matter or case, that is not Controlled Work;

"Initial Audit" means an audit by us to determine whether you have met the criteria required to become a Supplier;

"Investigative Help" has the meaning set out in the Funding Code;

"Key Information Tables" means the tables in your Contract for Signature setting out terms relating to you, many (or all) of which are bespoke terms;

"Key Performance Indicator" and *"KPI"* means such measure of your performance as we may specify e.g. substantive benefit to Clients, Fixed Fee Margin and Matter Start usage;

"Key Personnel" means your Liaison Manager and Supervisors;

"Legal Aid" means CLS and CDS services under the Act;

"Legal Aid Fund" means the monies from which we may pay for services under the CLS and CDS;

"Legal Help" has the meaning set out in the Funding Code;

"Legal Representation" has the meaning set out in the Funding Code and Controlled Legal Representation means Legal Representation that is Controlled Work;

"Legal Services Commission" means the Legal Services Commission established under the Act;

"Levels of Service" has the meaning set out in the Funding Code;

"Liaison Manager" means the member of your personnel nominated by you to liaise with us on matters concerning this Contract;

"Licensed Work" means all Civil Contract Work except that which is Controlled Work;

"LSC" means the Legal Services Commission;

"LSC Costs Assessment Manual" means our manual setting out the basis on which Suppliers may claim payment and how we and Independent Costs Assessors will Assess Claims which we may publish from time to time;

"LSC Manual" means our published manual including relevant legislation, Contract Documents, the Funding Code and other materials relevant to the performance of Contract Work and compliance with this Contract which we may publish from time to time;

"LSC Promotional Items" means any LSC logos, trade marks (whether registered or unregistered), signs, display materials, information, literature and other promotional items, supplied or approved by us in connection with the provision of Contract Work;

"Matter Start" means the start of a Controlled Work matter;

"Maximum PoA Limit" means the maximum amount specified by us as payable to you as a Payment on Account;

"Member (LLP)" means a member of a limited liability partnership;

"Minimum Contract Size" means (defined e.g. by minimum value of payment values, minimum number of Matter Starts or otherwise) the size of Contract, or allocation or authorisation of Contract Work in a Category of Law or type of Contract Work e.g. Controlled Work, that may be specified by us by reference to a Contract Year;

"Next Civil Office Schedule" means a Civil Office Schedule authorising work from an Office after the previous Civil Office Schedule has ended;

"Next Family Mediation Schedule" means a Family Mediation Schedule authorising work from an Office after the previous Family Mediation Schedule has ended;

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

"Notice to Terminate" means a notice to that effect issued under the SQM;

"Office" means an office named on a Schedule;

"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 (e.g. where a Supplier that is a firm of solicitors, the Solicitors Regulation Authority) which is responsible for regulating, or disciplining, you or your personnel; or
 - (ii) the Legal Services Commission's Investigation Section;
- (b) any investigation, of which you are aware, by the police into suspected criminal offences relevant to your operations; or
- (c) any investigation, on reasonable grounds, authorised by the Legal Services Commission's Investigation Section into suspected serious breaches of this Contract;

"Office Schedule" means a Schedule relating to the performance of Contract Work from an Office;

"Old Matter Start" means a Matter Start that was commenced before 1 January 2000 and that later becomes Controlled Work;

"Outreach Work" means Contract Work, designated as such in a Schedule, which you may perform at a specified location away from an Office;

"Paragraph" means a paragraph of the Specification, unless otherwise specified;

"Parent Company" means any company that is your immediate, or ultimate, holding company and any holding company that is in the line of holding companies between you and your ultimate holding company (and in this definition "company" includes a limited liability partnership and "holding company" has the meaning given to it in the Companies Act 1985);

"Payment on Account" ("PoA") means a payment made by us, on account of Contract Work, before we have paid the final Claim for the relevant matter or case;

"Points of Principle of General Importance" means decisions on appeals against Assessments that are determined by the Costs Appeals Committee to be such;

"Preferred Supplier" means a Supplier to which we have awarded this status (because they have met the required criteria);

"Principal Office" means your registered office, head office or such other office as you may nominate as your primary place of business under this Contract;

"Provisional SQM Holder" means, (a) in respect of a Schedule Office, an organisation which has applied for (but has not yet been granted) approval of that Schedule Office as an SQM Office and which has passed a Preliminary Audit (such an office is a Provisional SQM Office) and (b) in respect of a Category of Work, an organisation which has applied for (but has not yet been granted) an SQM in that Category of Work and which has passed a Preliminary Audit in that Category of Work;

"Provisional Supplier" means a Supplier or "Provisional SQM Office" that has yet to pass an Initial Audit;

"Q.A. Standard" means the quality assurance standard approved by us e.g. the Specialist Quality Mark (SQM) that you have agreed to comply with;

"Reform of the Legal Aid Scheme" means such reforms as we may wish to implement in order better to comply with our statutory duties or fulfil our statutory functions including (a) such changes as we wish to make to, or as are related to, the CLS, CDS, or both, consequent on, or related to, the paper "Legal Aid Reform: the Way Ahead Cm 6993"; or (b) new approaches to procurement and contracting for the provision of publicly funded legal services;

"Regional Office" means one of our offices responsible for administering Legal Aid;

"Relationship Manager" means a person nominated by us to liaise with a Preferred Supplier about this Contract (see Clause 3);

"Relevant Professional Body" means the body or organisation which supervises or exercises control over, or co-ordinates, your professional or service activities or such activities of any of your personnel being (a) The Solicitors Regulation Authority, (b) the General Council of the Bar, (c) advice^{UK}, (d) the Law Centres Federation, (e) Dial U.K, (f) Shelter or (g) Citizens Advice or (h) such other body or organisation as we recognise as a Relevant Professional Body;

"Remainder Work" means Contract Work that we permit you to continue after this Contract (or part of it) has ended;

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

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

"Residual List" means the list (set out in the Funding Code) of types of work that are fundable under the Funding Code but which are not in a Category of Law;

"Sanction" means (i) any of the sanctions that we may apply under Clause 29 and (ii) suspension or termination by us under Clause 30 because we consider

that you have breached this Contract (automatic termination and no fault termination are not Sanctions);

"Schedule" means a Schedule to this Contract, issued by us (see Clause 11);

"Schedule Amendment Notice" means a notice, issued by us, amending a Schedule;

"Schedule End Date" means the date on which a Schedule is due to expire;

"Schedule Payment Limit" means the maximum sum we will pay you, while a Schedule is in force, for Controlled Work;

"Schedule Start Date" means the date on which a Schedule comes into force;

"Section 31 Cases" has the meaning set out in the Funding Code;

"Solicitors' Chambers" means an organisation, recognised as such by us, which has a contractual arrangement with a number of Solicitors' Chambers Members for the purpose of sharing resources and procedures (whilst not prejudicing the independence of those Solicitors' Chambers Members) which was not created solely or substantially for the purpose of obtaining a contract with us;

"Solicitors' Chambers Member" means a member of a Solicitors' Chambers named on your Key Information Tables, which has, unless we otherwise direct, an Office in the same Bid Zone as the Solicitors' Chambers (and any reference to "you", where the context so requires, includes a Solicitor's Chambers Member);

"Specialist Quality Mark" and *"SQM"* means the Q.A. Standard published by us from time to time;

"SQM Office" means an Office which has achieved and been granted the SQM in a Category of Law;

"Specification" means the Contract Document designated as such by us;

"Standard Fee" means a fee designated as such (and paid in the circumstances set out and at the levels set out) in the Specification;

"Standard Matter Cost" means our determination (adjusted to take account of abnormal factors such as small numbers of matters) of the normal average cost of your Controlled Work matters in a Category of Work based on your Controlled Work claims made over a period determined by us (normally between six and twelve months);

"Standard Monthly Payment" means the amount specified in a current Schedule which, subject to the provisions of this Contract, we will pay you on a monthly basis for performing Controlled Work or both;

"Standard Terms" means these LSC Unified Contract Standard Terms;

"Supervisor" means a member of your personnel approved as such in accordance with the Approved Personnel and Supervisors Annex;

"Supplier" means a party (except us) to an LSC Unified Contract;

"Tolerance" means Matter Starts allocated in a Schedule that may be performed in any Category of Law (except those shown in the Schedule as excluded from Tolerance);

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

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

"VAT" means value added tax;

"we" and *"us"* mean the Legal Services Commission (and *"our"* has the associated meaning); and

"you" means the current party to this Contract with us (and *"your"* has the associated meaning).

2. Clause and paragraph headings in this Contract are inserted for convenience only and do not affect its interpretation.
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.
4. Reference to any Access to Justice Legislation and other legislation is, as the context requires, a reference to any substitute for, or re-enactment of, it and includes any new Access to Justice Legislation arising at any time.
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.
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.
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.
8. References to *"notifying"*, *"notification"* or *"notice"* means notifying, notification or notice as provided by this Contract.
9. References to *"audit"* and *"auditing"* include any information-seeking activity e.g. enquiry, investigation, verification, check, evaluation, assessment and question.
10. 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 (e.g. electronic, paper, on-line via our website or otherwise) as we may specify.
11. 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.

12. 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.
13. Any performance and compliance obligations you have e.g. to have policies, systems, procedures or controls includes the obligation effectively to operate them at your own cost.
14. Any obligation on you to keep records, data or information includes the obligation to keep them up-to-date and accessible by us.
15. 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"), our choice is not restricted to selecting all options or no options but extends to selecting any one or more of them.
16. Where any provision specifies "for example", or "e.g.", or otherwise gives examples, the examples given do not confine the application of the provision to examples of a similar kind.
17. 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.
18. Any reference to this Contract, or any part of it, expiring means expiring by effluxion of time (and "expiry" has the associated meaning).
19. Where any regulations relating to the provision of legal services refer to a "franchise contract" that reference includes this Contract (so that this Contract is a franchise contract for the purposes of such regulations).
20. References to "documents" includes documents on paper and documents, sound and pictures (still and moving) stored in other media e.g. in electronic format, digitally, on disk, on computer etc and references to "auditing" include auditing items in such other media.
21. Any obligation to send materials e.g. documents includes the obligation to pay the cost of doing so.
22. Any references to part of this Contract terminating mean terminating rights or authorities under it.
23. References to "company" include, except where the context requires otherwise, a limited liability partnership.
24. References to "personnel" include e.g. employees, self-employed personnel, agency workers, partners (partnership), directors (company) and Members (LLPs) and, where you are the lead member of a consortium or a Solicitors' Chambers, or are (with our prior permission) performing Contract Work using sub-contractors, "your personnel" includes the personnel of the other members of the consortium, the Solicitors' Chambers or sub-contractor.
25. References to "partner" include a person held out as a partner of a partnership.
26. References to a "director" include a "Member (LLP)", except where the context requires otherwise.

27. References to amending documents include e.g. adding to them, deleting from them and modifying them.
28. 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.
29. The formation, existence, construction, performance, validity and all aspects whatsoever of this Contract and of any term of this Contract is governed by the law of England and Wales.

Precedence of Contract Documents

30. 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 Key Information Tables);
 - (b) the Schedule or Schedules;
 - (c) the Contract Standard Terms; and
 - (d) the Specification.

Continuity

31. If this Contract replaces a previous LSC contract held by you, the terms of this Contract apply (and apply to all work in progress and Claims to be Assessed) from the Contract Start Date. In all other respects (unless specifically stated otherwise) this Contract is to be treated as a seamless continuation of the previous contract. This means that e.g. (and without limitation):
 - (a) any monies payable under the previous contract are payable under this Contract (and any credit or debit balance, on your account with us under the previous contract, is a credit or debit balance under this Contract);
 - (b) any notices issued (and any audits and Assessments) under the previous contract have effect under this Contract;
 - (c) any appeals or applications for review under the previous contract continue under this Contract and any consequent decisions have effect under this Contract;
 - (d) work carried out from the Contract Start Date and the costs of it, are under this Contract, even if the relevant case or matter began under the previous contract; and
 - (e) any Remainder Work provisions in the previous contract do not apply on that contract's ending.

2 Relationship

Value for money and good faith

1. In funding services as part of the Community Legal Service we are bound by sections 5(7) and 18(3) of the Act to aim to obtain the best possible value for money. 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 in mutual trust and co-operation to achieve this aim.
2. In relation to this Contract, you and we will act in good faith and we will act as a responsible public body required to discharge functions under the Act.

Are you our partner (in law) or agent?

3. 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).
4. We shall 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.

Do you have to perform this Contract yourself?

5. This Contract is personal to you. You must not give, bargain, sell, assign (or otherwise dispose of) the benefit of any of its rights, or sub-contract (or otherwise delegate) any of your obligations under this Contract without our prior written consent.
6. Clause 2.5 above does not prohibit you from instructing Approved Representatives as otherwise permitted by this Contract.

May you use agents?

7. You may occasionally use a solicitor or legal adviser, working as an agent, to perform Contract Work on your behalf provided that:
 - (a) you are responsible for ensuring that their work is properly supervised and complies with this Contract;
 - (b) your supervision of them is, in all respects, equal to your supervision of your employed solicitors and legal advisers;
 - (c) you are responsible for all payment to them for their work; and
 - (d) the use of such an agent does not increase the costs payable by us.
8. Where Contract Work is payable by a fixed fee, e.g. a Graduated Fee or a Standard Fee, any costs related to the use of an agent are within the fixed fee (and may not be claimed separately).

Does this Contract create any third party rights?

9. This Contract does not create any right that is enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

3 Communication

How will you and we communicate with each other?

1. You must nominate a member of your personnel as your Liaison Manager (named in your Key Information Tables) to liaise with us, and we will nominate an Account Manager (Suppliers) or Relationship Manager (Preferred Suppliers) to liaise with you about this Contract. Further information is set out in the Liaison Annex.
2. You and we will communicate with each other in a polite and professional manner, in accordance with the Professional Code as set out in the Liaison Annex.
3. As well as a postal address or Document Exchange (DX) number and telephone number, you must have an operational email address to which we may send you electronic communications.
4. You must have access to our website www.legalservices.gov.uk. From no earlier than October 2007, we may require you to use our website to make transactions or Claims etc.

How will you and we communicate with the media?

5. We want to ensure that people understand the important role that the CLS and CDS play in combating social exclusion and in ensuring that real needs are met and that important rights are protected. We ask you to help us in this and to have regard to the Media Annex (Annex B).

4 Financial disclosure and risk

Must you have audited, or certified, accounts?

1. You must maintain annual accounts (which must include profit and loss accounts and a balance sheet (or such other accounts as may have to be submitted to the Charities Commission and/or the Registrar of Companies in the case of a Not For Profit Organisation)). Each annual accounting period must start when the previous one ended. An independent accountant must audit or certify each of your annual accounts within 8 months of their ending unless, before the end of the relevant accounting period, we agree exceptionally that a longer period is justified. You must notify us within 14 days if the independent accountant either refuses to certify your accounts or qualifies them and, at our request, must produce proof from the independent accountant confirming their audit or certification and the outcome.

What if we consider that there is a financial risk?

2. You must disclose to us the annual accounts and such other financial information we reasonably specify about you and about Contract Work (and any other work funded by us) and provide us with any related documentation that we specify within 28 days of our request, if:
 - (a) you are under Official Investigation;
 - (b) you have exceeded your Maximum PoA Limit;
 - (c) an independent accountant does not audit or certify your accounts as required by Clause 4.1;
 - (d) an independent accountant either refuses to certify your accounts or qualifies them; or
 - (e) your financial position is such that we consider that there is a risk to Clients or public funds.

What about Preferred Suppliers

3. To qualify as, and to remain, a Preferred Supplier, you must, at our request, disclose to us the annual accounts and such other financial information we reasonably specify about you and about Contract Work (and any other work funded by us) and provide us with any related documentation that we specify within 28 days of our request. If you fail to do so then, at the expiry of the 28 days, either your application to become a Preferred Supplier lapses or, if you are a Preferred Supplier, you cease to be one.

Can we require indemnities and guarantees from Suppliers with limited liability?

4. If you are an organisation with limited liability e.g. a limited liability partnership 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 appropriate guarantees and indemnities from the ultimate owners of your organisation and/or such persons as we might regard as being controllers and/or senior managers of your organisation.

5 Equality and Diversity

Our obligations

1. As a public authority we have statutory obligations:
 - (a) to promote race equality, disability equality and gender equality in accordance with the Sex Discrimination Act 1975 ("the 1975 Act"), Race Relations Act 1976 ("the 1976 Act") and Disability Discrimination Act 1995 ("the 1995 Act"); and
 - (b) not to discriminate in the provision of goods, facilities or services on the basis of race, disability, gender, religion or belief or sexual orientation in accordance with the 1975 Act, the 1976 Act, 1995 Act and the Equality Act 2006;

and you must use all reasonable endeavours to assist us, and to co-operate with us, to enable us to comply with these obligations.

Your obligations

2. To help us to comply with our statutory obligations, you must comply with the requirements of the Equality and Diversity Annex (Annex C).
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 within the meaning and scope of:
 - (a) the Equal Pay Act 1970;
 - (b) the Sex Discrimination Act 1975;
 - (c) the Race Relations Act 1976;
 - (d) the Disability Discrimination Act 1995;
 - (e) the Employment Rights Act 1996;
 - (f) the Human Rights Act 1998;
 - (g) the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
 - (h) the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2000;
 - (i) the Employment Equality (Sexual Orientation) Regulations 2003;
 - (j) the Employment Equality (Religion or Belief) Regulations 2003;
 - (k) the Work and Families Act 2006;
 - (l) the Employment Equality (Age) Regulations 2006; and
 - (m) any other relevant legislation in force from time to time relating to discrimination in employment and the provision of goods, facilities or services.

4. To be sure that we are complying with our statutory obligations to promote race, disability and gender equality and to carry out equalities impact assessments, we need to require you to provide information to us e.g. about Clients and your personnel. This also helps us to make decisions that better take account of any equality and diversity needs of Clients and potential Clients.
5. You must complete and return to us our Equality and Diversity Contract Report Forms within the period specified in the forms provided that to do so does not breach or prejudice your professional obligations. These may require information about your personnel, showing their level e.g. partner, solicitor, legal executive etc correlated against gender, ethnicity and disability, and you must collect relevant information accordingly.
6. You must collect information about your Clients e.g. on gender, ethnicity and disabilities e.g. by completing the equal opportunities information section on our funding application forms.
7. Researchers (normally the Legal Services Research Centre) will contact you annually to ask you to complete an equality and diversity survey. You must co-operate with the Researchers and complete and return to them their survey documents (which are Contract Report Forms) within the period specified by the Researchers.

6 Logos and marketing

May you use our logos and other intellectual property?

1. While this Contract is in force, unless you are a Provisional Supplier, you may describe yourself as a Supplier and may use LSC Promotional Items in accordance with our guidelines published on our website www.legalservices.gov.uk.

Are there restrictions on how you may market your services?

2. Neither you, nor any person representing you, (either directly or indirectly) may market your ability to perform Contract Work by means of:
 - (a) unsolicited visits;
 - (b) unsolicited telephone calls;
 - (c) advertising "free" welfare benefits checks (through e.g. leaflets, letters, and circulars);
 - (d) advertising "free" housing disrepair surveys (through e.g. leaflets, letters, circulars)

and any work carried out for any person who contacted you following any of (a), (b), (c) or (d) above is not Contract Work (and is not payable by us).

7 Looking after Clients, compliance and self-monitoring

Looking after Clients

1. You must have the indemnity insurance and the client service and other procedures specified in the Client Service Annex (Annex D).

Must you have access to the LSC Manual?

2. You must have either a printed copy of the current LSC Manual or on-line access to it through a recognised licensee of ours (e.g. The Stationery Office).

Must you have a case management system?

3. After consultation with the Consultative Bodies, from such date as we may reasonably specify you must have, and use for all Contract Work, a matter and case management system that meets such specification as we may reasonably require to ensure the ability to interface with our systems electronically. (See Monitoring Annex (Annex E).)

What must you comply with?

4. You must comply with all relevant legislation (including all Access to Justice Legislation), with the Contract Documents and with all relevant Points of Principle of General Importance.
5. You must comply with the conduct and practice rules of the Relevant Professional Body. Where you are in practice as solicitors, these include the Solicitors Practice Rules and the Solicitors Accounts Rules.
6. You must comply with the Q.A. Standard specified in your Key Information Tables (except so far as the Specification or a Schedule specifically relieves you of compliance with some or all of it). If your Q.A. Standard is not the SQM and you cease to meet your Q.A. Standard, we may require you to comply with the SQM.

How must you record and report data and information?

7. You must record and report all data and information required by this Contract promptly and accurately and in accordance with this Contract.

How must you exercise your Devolved Powers?

8. You must exercise your Devolved Powers in accordance with the Funding Code and in a timely manner and with all reasonable skill, care and diligence.

Must you monitor your own performance?

9. 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.

What records must you maintain?

10. You must maintain records of performance, compliance and corrective action in accordance with the Monitoring Annex (Annex E).

8 Demonstrating compliance and co-operating in audits

Are you obliged to demonstrate compliance to us?

1. 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.
2. You must maintain:
 - (a) your matter and case files in an orderly manner, showing what Contract Work was performed, when it was performed, how it was performed and how long it took; and
 - (b) an up-to-date running record of costs and disbursements incurred for each matter and case.

Otherwise you will be unable to demonstrate compliance with this Contract.

Must you be able to provide Contract data and information separately from data and information about other work?

3. You must be able to provide data and information about Contract Work and your performance under, and compliance with, this Contract separately from other information and data e.g. about any other services you perform. If you have data or information about other services e.g. privately funded work, you must ensure that this does not prevent you from complying with this Contract e.g. on the ground of privilege.

What access, documents and information must you give us?

4. At our request, you must allow us to have prompt access to your premises, equipment (including, if an Official Investigation is underway, computers, discs, and all I.T. equipment) documents, information and data and provide us promptly with documents, information and data:
 - (a) to audit whether you are complying with this Contract;
 - (b) to audit the accuracy of information about your Contract Work;
 - (c) to perform Assessments;
 - (d) to facilitate an Official Investigation; and
 - (e) for such purposes as we consider necessary in connection with our statutory duties or functions.

For the avoidance of doubt, whether or not an Official Investigation is underway, we may require you to provide us with any electronic copies of Clients' case files, and records of time spent as are held by you electronically (e.g. copy from your I.T. system on disc).

5. Where your compliance with the Q.A. Standard is audited by a third party, you must notify us as soon as you are aware of any audit date so that we may, if we wish, attend the audit to observe and monitor it, 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.

6. Unless an Official Investigation is being conducted (when, if we request it, you must give immediate access) we will require access to premises only during normal business hours and (unless you agree a shorter period of notice) will give you at least 48 hours notice of when we require such access.
7. Once we have requested access to your premises then, unless you have our prior consent, you must not remove any information or document relating to your performance under, or compliance with, this Contract (e.g. a Client's case file) from those premises, unless its removal is required in a Client's interests. If you remove any information or document you must make a written record of what was removed, and why it was removed, and provide the record to us when we attend at your premises.

What co-operation, assistance and facilities do you have to provide and how quickly?

8. You must co-operate with us when we are auditing you. When we have required access you must, as soon as we require it, provide us with such assistance and facilities as we may reasonably require e.g. photocopying and private interviewing facilities, and assistance in accessing information and documents. Unless we agree otherwise, your Liaison Manager must be available to us when we are auditing you.

Mystery shopping

9. As part of our assessment of your performance and compliance, our representatives may telephone, visit, or otherwise contact you as if they were Clients 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.
10. When we have evaluated it, we will provide you with the information we obtain from any assessment under Clause 8.9.

Client satisfaction surveys

11. You must permit us to carry out surveys of Clients and must provide us with such information as we may require for such purpose.
12. 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.

9 Keeping and providing documents and completing and returning forms

What documents and information must you provide and how quickly?

1. You must provide (and, if we require it, send to us by whatever means we specify e.g. courier or DX) such information and documents as we may reasonably require, within such period as we may reasonably specify. Where you hold information, data or documents in your office, we may require them without delay. Where any is held elsewhere e.g. in storage, we may require you to enable us to collect them (e.g. giving written permission to do so and notifying the organisation responsible for storage) or to have them sent directly to us.

May we remove documents or require you to store them securely?

2. We may remove information and documents and/or require you to send us or require the secure, sealed retention of information and documents in such manner and for such a period as we may specify.

How long must you keep closed matter and case files for?

3. Subject to Clause 9.4, you must securely retain all the matter and case files (and file records) of all Clients for whom you have performed work under the Act until each of the following events has occurred and for a further three years after the latest of them occurred:
 - (a) you have correctly reported closure of the matter or case to us;
 - (b) a final claim for payment for your work on the matter or case has been submitted to us;
 - (c) all payments in respect of the matter or case have been made. Files and records may be retained in any manner (e.g. on microfiche or CD ROM) that enables them to be audited without undue difficulty.
4. You need not retain closed files (or copies of them) if the matter or case has been transferred elsewhere at the Client's request e.g. because they have changed solicitors. However, you should retain copies if, without them, there is a risk that you will be unable to demonstrate compliance, as required by Clause 8. Where a Client has changed solicitors, obtaining an undertaking from the new solicitor to return the file, should it be required for audit purposes, will be sufficient.

Failure to provide required access, documents, information etc

5. If you fail to co-operate, provide access, documents etc as required by Clauses 7, 8 and 9, there is a risk to Clients and public monies. In such cases your authority to start new matters and cases, and your entitlement to receive payments from us, are immediately suspended until further notification from us.

What forms do you have to complete?

6. You must complete, and return to us within such period as we may specify, such Contract Report Forms as we may specify. We will give at least 28 days notice of the introduction of any new Contract Report Forms and of any amendments to any Contract Report Forms.

10 Approved Personnel and Supervisors, standard of Contract Work, Independent Peer Review and Key Performance Indicators

Who may perform and supervise Contract Work?

1. Only Approved Personnel may perform Contract Work or be a Supervisor. A Supervisor must appropriately supervise all your Contract Work. The Approved Personnel, Supervisor (and supervision) requirements are set out in the Approved Personnel and Supervisors Annex (Annex F).

What standard must your Contract Work meet?

2. You must perform all Contract Work in a timely manner and with all reasonable skill, care and diligence.
3. If you discover an act or omission, that would justify a claim against you by a Client, you must advise the Client to obtain independent advice (and keep a copy of your letter on the Client's matter or case file).

Independent Peer Review (Rating 1 = highest, Rating 5 = lowest)

4. In each Category of Law, your Contract Work must receive either rating 1, 2 or 3 as determined by the Independent Peer Review Process.
5. If your Contract Work in any Category of Law receives a rating of 4, as determined by the Independent Peer Review Process, you may make representations in accordance with the Independent Peer Review Process by completing the appropriate form (currently found at Appendix 5 to the Independent Peer Review Process) and giving it to us within 28 days of your receipt of the review report and file sample. If the rating is confirmed, this is a breach of Contract.
6. If your Contract Work in any Category of Law receives a rating of 5, as determined by the Independent Peer Review Process, you may make representations in accordance with the Independent Peer Review Process by completing the appropriate form and giving it to us within 28 days of your receipt of the review report and file sample. If the rating is confirmed, this is a Fundamental Breach.
7. You agree to the standard of your Contract Work being assessed by the Independent Peer Review process and promptly to provide such information, matter files 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 any rating determined by it. The Independent Peer Review Process and an explanation of the ratings (1 – 5) are available on our website www.legalservices.gov.uk and from your Regional Office.
8. To qualify as a Preferred Supplier and to be eligible for a contract extension and to bid for a new Unified Contract (when this Contract expires) your Contract Work must receive ratings of 1 or 2 as determined by the Independent Peer Review Process.

Key Performance Indicators

9. The current Key Performance Indicators are set out in the Key Performance Indicator Annex (Annex G). Such standards are likely to be part of the entry criteria for Preferred Supplier status.

10. A failure to achieve any of the specified standards for KPIs Nos. 1 to 5 (inclusive) as shown in such Annex or any additional KPI introduced under that Annex, on or before 31 March 2008, shall not of itself be a breach of Contract (but without prejudice to our rights if it separately involves a breach of any other obligation under this Contract).
11. A subsequent failure to achieve any of those specified standards shall not of itself be a breach of Contract (but without prejudice to our rights if it separately involves a breach of any other obligation under this Contract) unless we have amended this Contract (in accordance with Clause 13) so that such failure is of itself a breach.

11. Schedules and Key Information Tables

What are Schedules?

1. Schedules are what we use to authorise you to perform Contract Work and to set out any bespoke contract terms that apply to you.
2. A Schedule may vary the provisions of other Contract Documents but any such variation applies only while the Schedule is in force.

What are Key Information Tables?

3. Key Information Tables are part of your Contract for Signature. They specify information and terms that apply to you as an entire organisation e.g. your designated postal address, status and Maximum PoA Limit and key information relating to you e.g. any applicable Q.A. Standard.
4. You must notify us as soon as you know that any information in your Key Information Tables has changed. We will issue an amended Key Information Table when any information in it changes and may amend and/or extend the information required by a Key Information Table from time to time as and when we think appropriate.

What is an Office Schedule and how long will it last?

5. Office Schedules specify information and terms that apply to Contract Work from an Office. While it is in force, you may perform the Contract Work specified in your Office Schedule.
6. Subject to any express provision to the contrary in this Contract, we have complete discretion to decide whether or not to issue a Schedule and complete discretion to specify its terms e.g. terms relating to Categories of Law, numbers of Matter Starts, payments and geographic (or other) restrictions.
7. Terms in an Office Schedule may e.g. specify matters and case mix and volume of work, provisions such as e.g. the maximum numbers of matters (Controlled Work) and cases (Licensed Work) that you may start and the minimum numbers of matters and cases that you must start, by Category of Law, by court, by type of service, by client group or otherwise. For the avoidance of doubt, you are not entitled to any payment for any work on any matter or case above any maximum number specified.
8. Office Schedules will normally expire at the end of each Contract Year (31 March) but each Office Schedule will state the date it comes into force and the date it expires.

When may we amend Schedules?

9. If, in accordance with this Contract, we make any decision that affects the contents of a Schedule, we will issue a Schedule Amendment Notice recording the amendment.
10. At any time, you may apply to us to vary any of the bespoke information in your Schedule e.g. specified numbers of matters or cases, or both, your Standard Monthly Payment, or Schedule Payment Limit. We may determine your application in our complete discretion.

11A Office Schedules - Civil

What does a Civil Office Schedule do?

1. A Civil Office Schedule authorises you to perform the Contract Work specified in it from the Office (and any Linked Office) specified in it.

When may we amend a Civil Office Schedule?

2. If a Civil Office Schedule specifies:
 - (a) numbers of matters or cases, or both; or
 - (b) hours of work you may undertake

and we consider that it is unlikely that you will perform the volume of work specified (e.g. in a Category of Law or otherwise), we may amend your Civil Office Schedule. However, before the amendment comes into effect, we will give you 14 days to make representations as to why the amendment should not have been made. If we accept the representations, we will either cancel or modify the amendment. If we do not accept the representations, we will give reasons for our decision.

3. If, in any "calculation period" (see Clause 11A.5 below) the value of your Controlled Work Claims for Exceptional Cases, in any Category of Law (or overall), increases by more than 10% compared with the value of your Controlled Work Claims for Exceptional Cases in the period of the same length ending immediately prior to the calculation period (including, if applicable, the value of your Controlled Work Claims for Exceptional Cases performed during that period under a previous LSC contract) we may amend your Civil Office Schedule to reduce the number of Matter Starts in the relevant Category of Law or overall.
4. If, in any "calculation period" the Fixed Fee Margin of your Controlled Work Claims, in any Category of Law (or overall), is more than 20% we may amend your Civil Office Schedule to reduce the number of Matter Starts in the relevant Category of Law or overall.
5. For the purposes of Clauses 11A.3 and 11A.4, a "calculation period" is the period of at least 6 months up to the date we calculate the increase or Fixed Fee Margin from:
 - (a) the date your first Civil Office Schedule came into force under this Contract; or
 - (b) the date we previously amended your Civil Office Schedule under Clause 11A.3 or 11A.4whichever is more recent.
6. If, at any time, this Contract is amended to redefine what work is included within a Controlled Work matter, we may amend your Civil Office Schedule to increase or reduce the number of Matter Starts allocated.

When a Civil Office Schedule expires, will a Next Civil Office Schedule be issued?

7. Subject to Clause 11A.8 (provided this Contract is in force and we expect it to remain in force for the duration of any Next Civil Office Schedule) we will, on the expiry of any Civil Office Schedule, issue a Next Civil Office Schedule, unless you have given us at least one month's notice that you do not wish us to do so.
8. We will set the amount of Standard Monthly Payments, and any Schedule Payment Limit, under a Next Civil Office Schedule with the aim of making good any underpayments and recovering any overpayments arising under any previous Civil Office Schedule.

Next Civil Office Schedules

9. Subject to the provisions of this Contract including Clauses 11A.11 to 11A.16, any Next Civil Office Schedule will allocate in each Category of Law:
 - (a) at least 80% of the number of Matter Starts authorised under your current Office Schedule that you have correctly reported as having started under it (excluding those in the Personal Injury and Clinical Negligence Categories of Law) at our calculation date (between September and February inclusive); plus
 - (b) at least 80% of such Matter Starts that we expect you to report having started between our calculation date and the expiry of your current Office Schedule.
10. Subject to the provisions of this Contract e.g. Clauses 11A.11, to 11A.15, if your current Civil Office Schedule authorises numbers of Licensed Work cases, any Next Civil Office Schedule will allocate in each Category of Law:
 - (a) at least 80% of the number of Licensed Work cases authorised under your current Civil Office Schedule that you have correctly reported as having started under it (excluding those in the Personal Injury and Clinical Negligence Categories of Law) at our calculation date (between September and February inclusive); plus
 - (b) at least 80% of such Licensed Work cases that we expect you to report having started between our calculation date and the expiry of its current Office Schedule.
11. If your Next Civil Office Schedule is for a shorter or longer period than your current Office Schedule, the number of Matter Starts or Licensed Work cases allocated or authorised will be adjusted pro rata.
12. If, in any Category of Law:
 - (a) you failed to start the minimum number of Matter Starts specified in an Office Schedule prior to its expiry; or
 - (b) you fail, by 31 December, to start at least 75% of the minimum number of Matter Starts specified in an Office Schedule

any Next Office Schedule will ordinarily allocate no Matter Starts in that Category of Law or, if it has already been issued, we may amend it so that it ceases to allocate Matter Starts in that Category of Law (but we may allocate

such other number of Matter Starts as we may think appropriate if your circumstances are exceptional).

13. If, in any Category of Law:
 - (a) you failed to start the minimum number of Licensed Work cases specified in an Office Schedule prior to its expiry; or
 - (b) you fail, by 31 December, to start at least 75% of the minimum number of Licensed Work cases specified in an Office Schedule

any Next Civil Office Schedule will ordinarily allocate no Licensed Work cases in that Category of Law or, if it has already been issued, we may amend it so that it ceases to authorise Licensed Work in that Category of Law (but we may allocate such other number of Licensed Work cases as we may think appropriate if your circumstances are exceptional).

14. We have no obligation to issue a Next Civil Office Schedule if the payments, or volume of Contract Work, under it would be below the Minimum Contract Size.
15. If, in any Category of Law, or otherwise, you have failed to perform Contract Work to at least the Minimum Contract Size, we may amend your Schedule so that you are no longer authorised to perform Contract Work in that Category of Law or otherwise.

What is the position on Immigration – Asylum or Immigration – Non Asylum Matter Starts?

16. Clause 11A.9 does not apply to Immigration – Asylum or Immigration – Non Asylum Matter Starts.

11B Office Schedules – Crime

When we extend this Contract to cover crime work we may amend and/or extend such of its provisions as we think appropriate to take account of such extension, subject to our compliance with the consultation obligations in Clauses 13.3 to 13.6 inclusive and in accordance with the timetable in Clause 13.8.

11C Office Schedules – Family Mediation

What does a Family Mediation Office Schedule do?

1. A Family Mediation Office Schedule authorises you to perform the Contract Work specified in it from the Office specified in it. If we authorise it, you may also perform Outreach Work at locations specified by us.
2. A Family Mediation Office Schedule will specify the Categories of Work authorised (and any restrictions on them) the number of matter starts authorised, your monthly payment and your Schedule Payment Limit.
3. The number of Matter Starts may be “expected” numbers i.e. the numbers we expect you will start while this Schedule is in force. If so, you may undertake as many Matter Starts as you wish in any Category of Work which you are authorised to undertake provided this has first been agreed with your Regional Office. The numbers of Matter Starts may instead be limited. If so, you may not make any more Matter Starts than the specified numbers.

When may we amend a Family Mediation Office Schedule?

4. At any time, you may apply to us to amend your Family Mediation Office Schedule. Normally, we will consider such application within 30 days before or after 1 October in each year. However we may consider applications at other times if we consider it appropriate to do so.
5. Whether or not you apply to us, we may also review and amend your Family Mediation Office Schedule to reflect the number and type of Matter Starts you make and their value. Unless we consider it appropriate to carry out such reviews more frequently, we anticipate doing so once, during each schedule period in October.

When a Family Mediation Office Schedule expires, will a Next Office Schedule be issued?

6. Subject to Clause 11C.7 (provided this Contract is in force and we expect it to remain in force for the duration of any Next Family Mediation Office Schedule) we will, on the expiry of a Family Mediation Office Schedule, issue a Next Family Mediation Office Schedule, unless you have given us at least one month’s notice that you do not wish us to do so.
7. We will set the amount of Standard Monthly Payments, and any Schedule Payment Limit, under the Next Family Mediation Office Schedule with the aim of making good any underpayments and recovering any overpayments arising under any previous Family Mediation Office Schedule.

12. Specification

What is the Specification?

1. The Specification is one of the Contract Documents. It contains rules, Guidance, other operational requirements and the rates of payment for Contract Work.

What are rules?

2. The rules concern the day-to-day performance of Contract Work e.g. how you must (and must not) perform it and how you must report it (and the cost of it) to us. They also specify what you must do before starting any matter or case e.g. require you to determine:
 - (a) whether a potential client is an Eligible Person and, if so,
 - (b) what contributions (if any) they would have to pay as a Client and how you must deal with such contributions.

What is Guidance?

3. Guidance in the Specification may be e.g. Guidance on the rules in it or on how the value of work may be calculated, on how payment reviews will be carried out, on the completion of forms and (without limitation) other issues relating to the meaning and operation of (and compliance with) this Contract. Like you, we must comply with Guidance.

What is the Payment Annex?

4. The Payment Annex is part of the Specification. It sets out provisions on, and the rates of payment for, Contract Work.

13. Amendments to Contract Documents

When may we amend the Contract Documents?

1. Unless stated to the contrary elsewhere in this Contract, we may only amend the Contract Documents in accordance with this Clause 13. Save where amendments are made to an individual Supplier's Contract Schedule, or where amendments made under Clause 13.3 affect some Suppliers only, amendments made under this Clause 13 will apply to all Suppliers.

What if any legislation affects this Contract?

2. We may make such amendments to this Contract as we consider necessary in the circumstances to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect, or 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, or to comply with the requirements of any regulatory body or tax or similar authority.

Such amendments may include without limitation:

- (a) amendments to any of the terms of a Schedule;
- (b) changes to payment provisions;
- (c) imposing controls not previously imposed;
- (d) excluding from this Contract any description of Contract Work; and
- (e) amending procedures in the Specification.

What amendments may we make in relation to matters set out in the Deed?

- 13.3 We may make such amendments as we reasonably consider necessary to bring into effect or facilitate any of the changes referred to in clauses 13.1.2 to 13.1.4 (inclusive) of the Deed of Settlement entered into on 2 April 2008 between the Ministry of Justice, the Commission and The Law Society ("the Deed").

When may we make minor amendments to your Contract Documents?

- 13.4 We may amend any Contract Document from time to time if we reasonably consider the amendment to be minor or of a procedural or technical nature which is not material in the light of the Contract as a whole.

When may we make amendments to clarify ambiguities or correct errors and omissions?

- 13.5 We may amend any Contract Document from time to time with the agreement of the Consultative Bodies (which shall not be unreasonably withheld) to clarify any provisions which
 - (a) are ambiguous or otherwise unclear; and/or
 - (b) which do not give effect to and accurately reflect our policy decisions (as set out in the relevant Consultation Response to that policy proposal) .

What must we ordinarily do before we amend documents?

- 13.6 We may not amend either the Contract for Signature, the Contract Standard Terms or the Specification under this Clause 13 without prior consultation in accordance with this Clause. For the avoidance of doubt, the provisions of Clauses 13.6 to 13.11 do not apply to any changes made under any other provision of the Contract.
- 13.7 If a proposed amendment affects only one Supplier, we will consult with that Supplier. Otherwise, we will consult with the Consultative Bodies.
- 13.8 If we consider that there is an urgent need to make the amendment, consultation with the Consultative Bodies may last no longer than 21 days. Otherwise it may last no longer than six weeks.
- 13.9 We wish to use each consultation period as a period during which consultation actually takes place, and will be willing to engage with the Consultative Bodies during this period to ensure that we are able to take full account of their views. After consultation, we will explain what decisions we have made, and why.

When do amendments take effect and when must you comply with them?

- 13.10 You must comply with any amendment from such date as we may specify for it. Subject to Clause 13.11 and/or any other provision of this Contract authorising us to make amendments on other notice, such date shall not be less than four weeks after notice of the amendment is given if we consider that there is an urgent need for compliance with it and shall not be less than six weeks after notice of the amendment is given in any other case.
- 13.11 Amendments made under Clause 13.5 above come into effect from such date as may be agreed with the Consultative Bodies (such agreement not to be unreasonably withheld or delayed) which may be from the start date of this Contract).

Your right to terminate following an amendment

- 13.12 If you wish to terminate this Contract following an amendment you may do so if you give notice in accordance with Clause 30.2.

14. Your account with us

How does your account operate?

1. We will maintain an account (“your account”) of payments we make to you and payments we receive from you (except payments to be credited to clients’ accounts with us) in respect of this Contract and all other contracts you have with us.
2. We will credit your account with:
 - (a) the value of Claims (including Claims for Payments on Account) received from you (“credits”); and
 - (b) payments received from you.
3. We will debit your account with:
 - (a) our payments to you (“debits”); and
 - (b) any “overpayments or mispayments” (as described in Clause 18).

Is there a Maximum Payment on Account (PoA) Limit?

4. The total value of debits may, from time to time, exceed the total value of credits (and vice versa). Any excess of debits over credits must not exceed any specified Maximum PoA Limit.
5. The total value of debits for a particular type of work (e.g. Controlled Work) may, from time to time, exceed the total value of credits for that particular type of work (and vice versa). Any excess of debits over credits in a particular type of work must not exceed any specified Maximum PoA Limit for that particular type of work.

What if you exceed your Maximum Payment on Account (PoA) Limit?

6. If any Maximum PoA Limit is exceeded, the excess is automatically repayable to us. If you become aware that any Maximum PoA Limit is exceeded, you must notify us to enable us to adjust your account (or to require repayment) should we wish to do so.

Other rights

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

15. Claims

Must you submit Claims to be eligible for payments?

1. To be eligible for payment for Contract Work on a matter or case, you must submit a Claim for payment on that matter or case in accordance with the provisions of this Contract.

How must you Claim payment?

2. From 1 October 2007, unless we agree otherwise, you must submit all Controlled Work Claims via our website, in accordance with operational instructions that we will provide to you, provided that if our website is unavailable at any time between 9am and 5pm on a Business Day on which you wish to submit a Claim, and if it remains unavailable throughout the following Business Day you may submit Claims in writing or in such other manner as we may reasonably specify, giving the same information as you would have given had our website been available for use.
3. From 1 April 2008, Controlled Work Claims are payable by us only if they are submitted in accordance with Clause 15.2. All Clauses in this Contract relating to payment by us are subject to this Clause.

How must you formulate your Claims?

4. Your Claims must be true, accurate and reasonable.
5. In making a Claim, you must have regard to the content of the LSC Costs Assessment Manual.

Is it important to submit Claims on time?

6. It is important that you submit each Claim to us within the time period specified by us. Otherwise, it can be difficult for us to forecast expenditure. Frequent failure to submit Claims within the time periods specified may lead to the issue of Sanctions under Clause 29 and/or termination under Clause 30.

When must you submit Claims for Controlled Work?

7. You must send us each Claim for Controlled Work on the appropriate Contract Report Form so that we receive it within three months after you have completed the matter to which it relates.

16. Payments and Assessments

What payments will we make?

1. We will pay you by BACS (or, at our option, by cheque or order) 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 matter or case, our payment is in full and final settlement of all monies due from us in respect of that matter or case.
2. The Specification sets out the rates of payment for Contract Work.

Do payments include VAT?

3. If your Claims properly include a sum to cover VAT, we will include the VAT sum in our payments to you. 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 from a Claim.
4. If we request it, you must promptly provide us with the details we specify about the VAT properly arising under this Contract.

Who Assesses your Claims and how much is payable?

5. We are entitled to Assess all your Claims, except where this Contract or legislation provides that Assessment is to be by another body.
6. When a Claim has been Assessed:
 - (a) the amount you are entitled to in respect of that Claim is (subject to the provisions of this Contract) the amount allowed on the Assessment ("the Assessed Amount"); and
 - (b) if it is a final Claim on an individual matter or case, all Payments on Account made in respect of any of the work subject to the Claim ("the PoA"), become repayable to us.
7. The Specification specifies deductions we may make from payments to you on individual matters and cases. These may include e.g:
 - (a) the amount of any contribution payable by the Client; and
 - (b) the amount of any charge (whether contractual or statutory) arising under the Act.

17. How and when we pay for Contract Work

How and when will we pay for Controlled Work?

1. We will make Payments on Account for Controlled Work by Standard Monthly Payments. These payments may include payments in respect of final Claims or Payments on Account or a mixture of both. As these payments are triggered by our receipt from you, within 10 days after the end of each month, of the appropriate Contract Report Forms, late receipt of the Contract Report Forms will delay payment.
2. We will specify the amount of any Standard Monthly Payments (and of any Schedule Payment Limit) in either your Key Information Tables or your Office Schedule (or both). We will set the amount of your Standard Monthly Payments (and of any Schedule Payment Limit) so as to pay or recover any amounts underpaid or overpaid under any previous Schedule.
3. The aim is that the value of (a) your Claims and (b) your payments for Controlled Work should be equal at the end of each Contract Year. Therefore, to achieve this, we will, from time to time, reconcile, the values of (a) your Claims for Controlled Work and (b) your Standard Monthly Payments and, if necessary to maintain an equal balance between them, will amend your Standard Monthly Payments and Schedule Payment Limit. However, because we have to live within a budget for Controlled Work, where your Claims for Controlled Work exceed the Schedule Payment Limit, we may at our discretion pay any balance due to you in a subsequent Schedule.

What about Payments on Account of Licensed Work?

4. Your right to apply for Payments on Account for Licensed Work is governed solely by the provisions of Clauses 17.5 to 17.15.
5. On any Licensed Work case, you may apply to the Director for a Payment on Account for your disbursements incurred, or about to be incurred, under the Licensed Work Certificate for the case.
6. On any Licensed Work case, you may apply to the Director for a Payment on Account for your profit costs incurred under the Licensed Work Certificate for the case provided that:
 - (a) an application for a first Payment on Account may not be made earlier than 3 months after the issue of the Licensed Work Certificate; and
 - (b) you may make no more than two applications within any 12 months period;
 - (c) cumulative Payments on Account for profit costs under a Licensed Work Certificate must not exceed 75% of the amount of your incurred profit costs, calculated at the date of each application for the Payment on Account. (N.B. Overclaiming Payments on Account beyond this level is a breach of Contract.)
7. When deciding whether to make any Payment on Account, the Director will exercise their reasonable discretion and is entitled to take into account:
 - (a) the limitations on the Licensed Work Certificate; and

- (b) the financial situation of your account with us.

How and when will we pay for Individual Case Claims e.g. Licensed Work claims?

- 8. We will pay you after our receipt of each Individual Case Claim.
- 9. All provisions in this Contract as to the timing of payment for Individual Case Claims are subject to Clauses 17.10 to 17.15 below.
- 10. Subject to our receipt from you of "all necessary information and payments" in connection with an Individual Case Claim (and provided you have complied with your obligations in respect of the bill or claim and the case to which it relates) any payment for it due under this Contract will be made no later than 42 days after the "relevant date". Normally, payment will be included in one of the regular settlements that we make, the dates of which are published in Focus (our newsletter) or on our website www.legalservices.gov.uk.
- 11. Subject to Clause 17.13 below, the "relevant date" is:
 - (a) where a bill or claim has been assessed by a court, 30 days after compliance and receipt of "all necessary information and payments", as required by Clause 17.10; and
 - (b) for any other bill or claim (including claims for Payments on Account) either:
 - (i) the date on which we have assessed it or otherwise passed it for payment, or
 - (ii) the date of receipt of "all necessary information and payments" and compliance, as required by Clause 17.10,whichever is later. Where there is an appeal against an Assessment, the date of the appeal decision is the date of the Assessment, for the purposes of this Clause 17.11.
- 12. In Clause 17.11, "all necessary information" comprises all information that we require to enable us to perform our functions under the Act. This may include but is not limited to correct and properly completed forms, information to enable us to assess the bill or claim, information to enable a decision to be made as to whether the statutory charge on property recovered or preserved applies or whether there should be a re-Assessment of the Client's means, information necessary to demonstrate that this Contract has been complied with and responses to all reasonable queries. "All necessary payments" means any payments that, under this Contract, you are obliged to make in respect of the case and may include e.g. payment to us of property recovered or preserved for the Client.
- 13. If you have failed to comply with your obligations in respect of the bill or claim or the case to which it relates (e.g. if you have failed to report forthwith the recovery or preservation of property) the relevant date (if later than that provided by Clause 17.11 is 14 days after all necessary steps to protect our (and the Client's) position have been completed (e.g. if we have a statutory charge on property recovered, 14 days after we have received confirmation that it has been protected by registration).

What about our published performance standards?

14. Our published performance standards for making payments are not altered by Clauses 17.9 to 17.13.

What if any Category Specific payment provisions in the Specification are different?

15. Category Specific provisions in the Specification may provide different payment terms from those in these Contract Standard Terms for a specified Category of Law. If any such provisions state that they override any of the payment provisions of these Contract Standard Terms, then they shall do so.

What account can you pay Payments on Account into?

16. If you are in practice as solicitors, we agree that you may pay Payments on Account in to your office account, if permitted or required to do so under any accounts rules applicable to you.

18 Set off and repayment

What if you owe us any money?

1. 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 or otherwise. For the avoidance of doubt, when this Contract ends, any obligation to make payment is subject to this right of set-off.

When may a notice or debit note make monies payable by you to us?

2. We may issue a notice (e.g. notice of Assessment) or debit note, 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 matter or case, you have breached this Contract and, as a result of the breach, we have incurred (or will incur) a financial loss; or
 - (c) you have failed to submit a Claim, as required by this Contract, after having received a Payment on Account in respect of the relevant matter or case.
3. An "overpayment or mispayment" under this Clause 18 includes e.g.:
 - (a) any payment made in error;
 - (b) where payment has been made in respect of a matter or case, the amount of any subsequent reduction on Assessment;
 - (c) where payment has been made in respect of a matter or case, any sum which we are not required to pay (or you are not entitled to payment) for some or all of the work that you have carried out;
 - (d) the amount of any Payment on Account in excess of any Maximum PoA Limit;
 - (e) the amount of any Payment on Account in a Standard Monthly Payment that is unlikely either to be recovered by us, or covered by a final Claim by you, by the end of the Contract Year; and
 - (f) any "unjustified" or "repayable" Payment on Account for Licensed Work (see Clauses 18.4 and 18.5).
4. A Payment on Account of Licensed Work is "unjustified" if it was wrongly claimed e.g. on an Individual Case you have Claimed (and were paid) a Payment on Account that is more than the maximum permitted percentage of the value of the work completed at the date of the Claim.
5. A Payment on Account of Licensed Work made on or after the Contract Start Date is "repayable" to us when any of the following occurs:
 - (a) three years have elapsed since the date of issue of the Funding Certificate for the case in respect of which the Payment on Account was made;

- (b) three months have elapsed since the case ended;
 - (c) we have requested information from you about the case and you have failed to provide it to our reasonable satisfaction within 14 days;
 - (d) the Payment on Account was on account of third party fees or other disbursements and they have not been incurred within one month of receipt of the Payment on Account (or to the extent that they have not been incurred up to the amount of the Payment on Account, the excess of the Payment on Account is repayable).
6. If you become aware that any of the events set out in Clauses 18.3 or 18.4 has occurred you should notify us within 14 days of becoming 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.
 7. Where the "overpayment or mispayment" provisions of this Clause 18 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.
 8. Where a Payment on Account is unjustified under Clause 18.4 or repayable under Clause 18.5 above then, before seeking repayment, we will give you an opportunity to state why we should not do so. If you have made out good reason why we should not do so, then we shall not seek repayment.
 9. Any notice (or debit note) under Clause 18.2 will specify the amount of the overpayment, the financial loss or the Payment on Account (as the case may be) and how the relevant criterion in Clause 18.2 is met.

19 Instruction and payment of third parties

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

1. We may require that experts, barristers and other third parties whom you instruct must possess such qualifications, or be members of such panel, or hold such accreditation as we may specify in the Specification and may name experts, barristers or other third parties who may not be instructed.

Can we specify payment rates for third parties?

2. We may specify, in the Specification, the maximum payments (by way of hourly rates and otherwise) that you may agree with experts and other third parties whom you instruct.

When must you pay third parties?

3. Subject to Clause 19.4:
 - (a) you must pay any third parties whom you instruct in connection with Contract Work in accordance with the terms of your agreement with them; and
 - (b) in the absence of any term in your agreement with them as to the timing of payment, you must pay them within 28 days of receipt of their invoice.

When may you delay payment to third parties?

4. You need not pay a third party in accordance with Clause 19.3 if their breach of any term (express or implied) of your agreement with them justifies non-payment, reduced payment or delayed payment.
5. If, on the grounds in Clause 19.4, you decide not to pay a third party in accordance with Clause 19.3:
 - (a) the amount of any monies received from us in respect of their fees which you have not paid to them becomes repayable to us (and you must repay the amount within 28 days of your decision); and
 - (b) we may require you to provide us with the justification for your decision within seven days.

Must you require third parties to time-record and permit verification?

6. Subject to Clause 19.7, all agreements you make with third parties in connection with Contract Work, under which the fees payable by you exceed £250, must require them to keep accurate records of the time they spend on the work you have instructed them to do and of the work done. The agreements must also require them to permit us to audit their records on reasonable notice.
7. If a relevant third party is already working with a Client at the time of your instruction by the Client your obligations under Clause 19.6 shall only be to use your reasonable endeavours to require the third party to keep the required records and permit them to be audited.

20 Referral fees

May you pay referral fees?

1. You must not:
 - (a) make any payment, or provide any other benefit, to any other provider of publicly funded legal services for the referral or introduction (directly or indirectly) of any Client or potential Client to you;
 - (b) make any payment, or provide any other benefit, to any third party specified by us in writing for the referral or introduction (directly or indirectly) of any Client or potential Client to you.

May you receive referral fees?

2. You must not receive any payment, or any other benefit, from any person or body 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 Access to Justice Act Legislation.

Does a payment raise a presumption?

3. 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 20.1 or 20.2, the presumption shall be that the payment or benefit was made, provided or received in breach of this Contract and the onus shall be on you to show that was not the case.

Is payment for Contract Work a financial benefit?

4. For the purpose of this Clause 20, payment for Contract Work is not a "payment" or "other benefit".

21 Confidentiality and data protection

Is there any presumption of confidentiality?

1. The presumption, under this Contract, is that information about Suppliers e.g. as described in Clause 21.9 is not confidential. Therefore, if any Supplier wishes to assert that specified information is confidential and should not be disclosed such Supplier must notify us accordingly at the time of the disclosure of the specified information and expressly identify in writing those documents which are to be treated by us as confidential unless Clause 21.3 applies or we are allowed to disclose it as provided below.

What information do we intend to publish on our website?

2. We intend to use our website www.legalservices.gov.uk to publish information about Suppliers – see Clause 21.10.

What information is not “confidential information”?

3. For the purposes of this Contract, none of the following is information of a confidential nature:
 - (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 (e.g. the Freedom of Information Act 2000) 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 an Official Investigation should take place; and
 - (f) information which is already in the public domain.

What about Client information?

4. We will not disclose any confidential information about your Clients or Former Clients except as permitted by Access to Justice Act Legislation (including, for the avoidance of doubt, section 20 of the Act) or required by other legislation.

What about information obtained by Researchers?

5. We shall 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 Act or this Contract or in respect of research being carried out on our behalf.
6. We shall be under a duty to ensure that, in any report provided to us by Researchers and intended to be published, no information shall be included which will disclose information of a confidential nature about you (or any Client or Former Client of yours) or enable 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).

What information must you keep confidential?

7. You must keep strictly confidential all information of a confidential nature concerning the affairs or business of any other Supplier (or former Supplier) or its Clients or Former Clients that you might obtain from our personnel or representatives through inadvertent or wrongful disclosure. 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.
8. 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, in respect of any information obtained from us which is designated as confidential, you may disclose such information to your Relevant Professional Body or legal advisers, provided you secure from them an agreement to treat it as strictly confidential.

What information must we keep confidential?

9. Subject to Clauses 21.10 and 21.11, we must keep strictly confidential all information of a confidential nature concerning your affairs or business, except for information about the award of this Contract (or allocation or authorisation of work under it) to you, your performance under it, or payments under it. We may e.g. disclose information about:
- (a) the award of this Contract (and work allocated and authorised under it) to you;
 - (b) the terms (including payment terms) of this Contract;
 - (c) the payments that we have made to you (by Category, class or otherwise);
 - (d) the numbers of matters and cases that you have started and completed (by Category, class or otherwise);
 - (e) your performance e.g. as measured by the Independent Peer Review;
 - (f) your status under this Contract; and
 - (g) 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.

What information may we publish?

10. Except in respect of any information which we are bound by this Contract to treat as confidential, we are entitled to publish at our discretion such information in relation to this Contract as we may consider appropriate for publication from time to time. This means that we may publish any information that we may disclose e.g. the information in Clause 21.9, the names of any Suppliers (and the names of their partners and directors, or the name of their sole principal) whose Contracts we have terminated and whose rights to ask for a formal review under Clause 32 have lapsed or whose formal review has been unsuccessful and the names of any personnel whom we have excluded from Contract Work, and why, and you are required to make your personnel aware of this provision.

Disclosure in the public interest

11. Without prejudice to our other rights to disclose information, we may disclose any confidential information concerning you, your affairs and business if we consider that the public interest in making the 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 e.g. by the police or by The Law Society).

What are your and our Data Protection Act obligations?

12. In respect of personal data, you and we must comply with our respective obligations under the Data Protection Act 1998. You and we must hold, process, use, store and disclose personal data in accordance with the Data Protection Act 1998. You and we must have and operate, appropriate measures to prevent both:
 - (a) unauthorised or unlawful processing of; and
 - (b) loss or destruction of, or damage toany personal data you or we hold or process.
13. If we make any personal data available to you, you must comply with any direction or instruction we may make in respect of it, or as otherwise required by law.
14. You and we must take reasonable steps to ensure the reliability of our respective personnel who have access to any personal data under Clause 21.13 and you must ensure that your personnel (including your partners and directors) are aware of the information that we may disclose and publish in accordance with this Clause 21 and of the list of excluded individuals that we may maintain as specified in Clause 29.10.
15. In this Clause, the term "personal data" has the same meaning as in the Data Protection Act 1998.

Does the obligation to keep information confidential end when this Contract ends?

16. Both your and our rights and obligations under this Clause 21 continue after this Contract has ended.

22 Warranties

What warranties do you give?

1. You warrant that, to the best of your knowledge and belief:
 - (a) all information provided to us in seeking to become a Supplier or seeking any allocation of, or authority for, Contract Work or any benefit under this Contract, or to demonstrate compliance with this Contract was, when provided, true and accurate in all material respects;
 - (b) all information in any of your Bid Documents was, when provided, true and accurate in all material respects;
 - (c) no information 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 such information.

What warranties do we give?

2. 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 Supplier or to prepare any Bid 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.
3. Both you and we are entitled to rely upon, and are deemed to have relied upon, the information referred to in Clauses 22.1 or 22.2.

23 Indemnity

What indemnity must you give us?

1. You must 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 of:
 - (a) any injury (fatal or otherwise) sustained by (or any loss 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 or default committed by you or by any of your personnel (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 authorised representatives);
 - (b) any claim made by or on behalf of a third party arising out of any act or default committed by you or on your behalf (save for any such act or default which may have been committed by us and any wrongful termination or breach of this Contract by us) 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.

What expenses are not covered by the indemnity?

2. For the avoidance of doubt, we are not entitled to an indemnity in respect of administrative costs incurred in following procedures prescribed by this Contract.

24 Giving notices

How can notice be given?

1. Subject to Clause 24.8, any notice or other information required or authorised by this Contract to be given by either party to the other must be in writing and be:
 - (a) delivered personally; or
 - (b) sent by fax; or
 - (c) (from such date as we may specify) sent by email; or
 - (d) sent by document exchange (DX), by pre-paid first-class post, recorded delivery or registered post.

2. Subject to Clause 24.8, any notice or other information given in accordance with this Contract is deemed to have been received:
 - (a) if delivered personally, at the time of delivery; or
 - (b) in the case of fax or email, at the time of transmission provided a confirmatory copy is sent by document exchange (DX), by pre-paid first-class post or by personal delivery before the end of the next Business Day; or
 - (c) in the case of email, at the time of transmission provided (i) no automatic response email denoting non-receipt is received by the party sending the original email within 12 hours and (ii) a confirmatory copy is sent by document exchange (DX), by pre-paid first-class post or by personal delivery before the end of the next Business Day (if an automatic response email denoting non receipt is received by the party sending the original email within 12 hours, the confirmatory copy shall be the notice or other information;
 - (d) in the case of document exchange (DX), pre-paid first-class post, recorded delivery or registered post, 48 hours from the date of posting; or

provided that if deemed receipt under this Clause would otherwise occur before 9am or after 5pm on a Business Day or at any time on a day that is not a Business Day, deemed receipt shall instead be at 9am on the next Business Day.

3. To prove that any notice or other information has been given, it is sufficient:
 - (a) for personal delivery, for the person who delivered it, to confirm in writing when and where they did so;
 - (b) if sent by fax, to show that it was transmitted to the other party's designated fax number;
 - (c) if sent by email, to show that it was sent to the other party's designated email address and no automatic response email denoting non-receipt was received by the party sending the original email within 12 hours;

- (d) if sent by document exchange (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 document exchange (DX) number;
 - (e) if sent by pre-paid 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.
4. For the purposes of this Clause 24:
- (a) your designated fax number, designated email address, designated document exchange (DX) number and designated postal address are as specified on your current Key Information Tables; and
 - (b) unless we have notified you otherwise, our designated fax number, designated document exchange (DX) number and designated postal address are those of your Regional Office, and we will notify you of our designated email address before the date that service to us by email becomes permissible.

What form do notices have to be in?

5. We may at any time(s) specify the form and content of notices, or other information, required or authorised by this Contract to be given by either party to the other, in an Annex to these Contract Standard Terms.

What if a notice is given in the wrong form or given wrongly?

6. Any notice or other information (or purported notice or other information) required or authorised by this Contract to be 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.

What if notice is given early?

7. If a notice or other information under this Contract specifies that it takes effect on a date before any required notice period has expired, the notice or information remains valid but does not come into effect until the expiry of the required notice period.

What about notices of Contract amendment?

8. Except for any bespoke amendments (that affect only you), if we amend any Contract Documents we may give notice of the amendment by placing it on our website www.legalservices.gov.uk and either:
- (a) sending you notice of the fact of the amendment in accordance with Clause 24.1; or
 - (b) sending you notice of the fact of the amendment by email to your designated email address, in which case you are deemed to have received it six hours after it was sent.

25 Things you must tell us about

Do you have to tell us of material constitutional changes?

1. You must notify us as soon as possible before any anticipated material constitutional change, of which you are aware, 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. Examples of material constitutional change are:
 - (a) the closure or planned closure of any Office;
 - (b) any decision on your part to cease to carry out Contract Work in any Category of Law, Class of Work, or at all;
 - (c) any change in the identity of any of your Key Personnel;
 - (d) where you are an unincorporated Not For Profit Organisation, any material change (including any change of chairman or treasurer or any change of 75% or more of your membership since this Contract came into force) in the composition of your management committee;
 - (e) if you are a sole principal (sole trader), any creation of a partnership;
 - (f) any change (by more than one third in number) in the identity of (i) the persons comprising your partnership, or (ii) the individual Members (LLPs) of your limited liability partnership, or (iii) the individual directors of your company, in the previous 12 months;
 - (g) any change in your legal status e.g. to a limited liability partnership or company (incorporated practice) from a partnership;
 - (h) any sale, merger, acquisition, or transfer of, or by, you.

Constitutional statements

2. Without prejudice to the generality of your obligations under Clause 25.1, whenever 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 25.1 that have occurred (with the dates they occurred) and of any novation pursuant to Clause 26 and such other, similar information as we may require.

Partnerships – what else do you have to tell us about?

3. If you are a partnership you must also notify us:
 - (a) before or within fourteen (14) days of any change in the composition of the partnership which has, or may have, a material bearing (whether direct or indirect) on the performance of Contract Work;
 - (b) immediately in the event of the service of a notice dissolving or purporting to dissolve the partnership;
 - (c) immediately if an application is made to the court or an arbitrator for the dissolution of the partnership under the Partnership Act 1890;

- (d) immediately on any dissolution of the partnership which requires or results in a winding up of its affairs;
- (e) immediately if circumstances arise which enable the court to make a winding up order in respect of the partnership under the Insolvency Act 1986 (as applied by the Insolvent Partnerships Order 1994);
- (f) immediately on the appointment of a receiver, manager or administrator in respect of the partnership.

If you are a LLP or a company, what else do you have to tell us about?

4. If you are a limited liability partnership or a company, you must also notify us:
- (a) before or within fourteen (14) days of any change in your Members (LLPs), directors or shareholders which has, or may have, a material direct or indirect bearing on the performance of Contract Work;
 - (b) immediately if you pass a resolution or the court makes an order, that you or your Parent Company be wound up;
 - (c) immediately if a receiver, manager or administrator is appointed for you or your Parent Company on behalf of a creditor;
 - (d) immediately if circumstances arise which might entitle a creditor or a court to appoint a receiver, manager or administrator for you or your Parent Company;
 - (e) immediately if circumstances arise which enable the court to make a winding up order in respect of you or your Parent Company;
 - (f) immediately if you or your Parent Company are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction;
 - (g) immediately if there is a Change of Control.

Notification of interventions

5. You must notify us immediately if there is an intervention by your 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.
6. You must notify us immediately if there is an intervention by The Law Society into the practice of any solicitor whom you employ or who is a partner, Member (LLPs) or director of yours.

Notification of voluntary arrangements insolvencies etc

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 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 (LLPs) or directors intends to do so (or, if you were unaware of their intention, have done so);
- (d) any insolvency proceedings concerning you or any of your partners, Members (LLPs) or directors are commenced;
- (e) a receiver or liquidator is appointed in respect of your business; and if
- (f) you become aware that any of the events in (a) to (e) above is imminent.

Do you have to tell us of any change in your capacity to perform Contract Work?

8. 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.

What material changes do you have to tell us about?

9. You must notify us of any material alteration:
- (a) to any information you have provided to us (including information which you provided in seeking to become a Supplier or to secure an authorisation to perform Contract Work) that we have notified you is material or which you consider is material; and
 - (b) to the manner in which you perform Contract Work (including material alterations to your management systems).

For the purposes of this Clause 25, material alterations include any decision (temporarily or permanently) to stop providing, or reduce your provision of, Contract Work in any Category of Law or Class of Work at any Office any decision to stop (temporarily or permanently) providing duty solicitor services, or any fundamental change in your management or the management of your Office.

Do you have to tell us about disciplinary and other proceedings?

10. Immediately you become aware of them, you must notify us (and provide details) of any professional disciplinary proceedings concerning any of your personnel and must notify us of the outcome of them.

Do you have to tell us about prosecutions and convictions?

11. You must notify us as soon as reasonably practicable if you, or any of your personnel, partners, Members (LLPs), trustees or directors is charged with an offence punishable by imprisonment and if you, or they, are convicted of such an offence.

Do you have to tell us about events which entitle us to apply a Sanction?

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

What if you are not sure whether to tell us about something?

13. If you have any reasonable doubt as to whether a particular event is covered by this Clause 25, you must notify us of the event in question before or within 14 days of its happening.

26 Novations

Sole principals and partnerships – novations

1. Subject to Clause 26.3, if you are a sole principal or 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 26.4. This Clause 26.1 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.
2. Subject to Clause 26.3, if a competent court or tribunal does not accept Clause 26.1 as novating this Contract, it shall be novated pursuant to this Clause 26.2. The novation shall be on the terms set out in Clause 26.2 and shall be, and shall 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.

What if constitutional changes in Clause 25.1 (e) (f) (g) or (h) have occurred?

3. If any of the events specified in Clause 25.1 (e), (f), (g) or (h) has occurred, this Contract shall not be novated under Clauses 26.1 or 26.2 and is incapable of being novated without our signed, express consent.

Sole principals and partnerships - what are the terms of any novation?

4. Any novation under Clauses 26.1 or 26.2 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 from 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 shall 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, shall 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;
 - (f) without prejudice to the generality of Clauses 26.4(c) and 26.4(e), the new firm shall be liable for all monies due to us (whether that liability shall 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 shall 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 18.1 in respect of any sums due under Clause 26.4(e) or this Clause 26.4(f)
- (g) in applying any provision of this Contract after the novation, any acts and omissions of the old firm shall, 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 shall be exercisable against the new firm after the novation;
- (j) where, by virtue of any provision of this Clause 26, 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.
5. Notwithstanding the novation of this Contract pursuant to Clause 26.1 or 26.2, 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.
6. If any of the events specified in Clause 25.1 (e), (f), (g) or (h) 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.
7. We will not agree to enter into a novation agreement under Clause 26.6 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.
8. If any of the events specified in Clause 25.1(h) has occurred, we will not enter into a novation agreement under Clause 26.6 if we consider either:
- (a) that there is no need for us to do so in order to comply with our statutory duties or fulfil our statutory obligations (e.g. because there is no need for a new contract); or

(b) that we should invite tenders for the award of a new contract.

27 Prohibited gifts, fraud and unethical behaviour

No bribery or collusion

1. You must 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.
2. When bidding, or applying for, a contract with us, or for authority to perform work, or for an allocation of Matter Starts or other work, (or for the purpose of, or with the intention of, doing so) you must not collude with any other person or attempt to bribe them.

No false bids

3. When bidding, or applying for, a contract with us, or for authority to perform work, or for an allocation of Matter Starts or other work, you must not bid any price that is unrealistically low. A price is unrealistically low if you intend to secure the contract, 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.

What must you do?

4. You must be alive to the possibility of fraud and unethical behaviour by your personnel and by any third parties, must not tolerate it, and must have procedures to identify, address and counter it.

What if this Clause is breached?

5. Any breach of Clause 27.1, 27.2 or 27.3 by you or by anyone employed, or otherwise engaged, by you acting on your behalf (whether with or without your knowledge) is a Fundamental Breach.

28 General

Entire agreement

1. This Contract represents the entire agreement and understanding between the parties in connection with its subject matter.
2. 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.
3. 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 Agreement). 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.

What if we waive, delay or omit to exercise rights?

4. 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.
5. 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.
6. 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.

What if you or we are prevented from complying with this Contract?

7. 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 to
 - (b) criminal actsexcept any fire, flood or criminal act caused or committed by any member of the affected party's personnel.
8. If any cause within Clause 28.7 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

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

9. If the circumstances described in Clause 28.7 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).
10. Any notice under Clause 28.9 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 28.9.

What happens if any part of this Contract is held to be void?

11. Subject to Clauses 28.12 and 28.13, if any term of this Contract is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, the other terms of this Contract and the remainder of the affected term so far as practicable shall continue to be valid and enforceable.
12. 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) with the agreement of the Consultative Bodies, or without it if it is unreasonably withheld, (i) to amend this Contract so as to restore its efficacy and (ii) to 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 (and the Consultative Bodies if they agree to joint instruction) 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.
13. If, in your reasonable opinion, the effect of Clause 28.11 (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.

Do you have to provide information under the National Audit Act 1983?

14. 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 documents as he or she may reasonably require which are owned, held or otherwise within your control and may require you to provide such documents 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.

Do you have to provide information under any other legislation?

15. Under the Freedom of information Act 2000 or other legislation, we may be required to provide information that you hold. If we ask you to give us such information, you must do so without delay.

In what form may information be required?

16. Where either you are required to provide documents, information or data to us, or we are required to provide documents, information or data to you, we may specify that such documents, information or data shall be provided in electronic form (e.g. on disk, by email, or on-line via our website).

Can you claim payment from Clients or Former Clients?

17. Except where this Contract or any Access to Justice 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.

Who has rights in work and files?

18. By virtue of performing Contract Work you do not obtain any lien over any matter files or any other rights in the work or documents relating to them.
19. All rights, which are not exclusively Clients' (or other parties') rights, in any product of Contract Work (including, without limitation, any experts' reports and any work by any third parties, any legal (or other) research or other legal work and any counsel's opinions) and in any information gathered in performing Contract Work and in any documents relating to Contract Work, vest in us, but we licence you to use any work and/or any information generated by you, in the course of performing this Contract to the extent that the relevant rights vest in us and to the extent that such use does not violate any confidentiality restrictions. This provision does not extend to information which you have properly gathered for your own purposes through performing Contract Work – such as the development of a case management system.

What if we require information about your personnel?

20. If we wish to obtain information about you or any of your personnel from any regulator e.g. your 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.

Must your personnel be available to co-operate in an Official Investigation?

21. You must co-operate in, and provide such information as may be reasonably required for the purposes of any Official Investigation. You must ensure that your personnel are available when reasonably required for the purposes of an Official Investigation and must use all reasonable endeavours to ensure that your personnel co-operate in any investigation.

What if we commission research on this Contract?

22. 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 office 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.

23. 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 rights) any research findings that may have been derived from your operations.

What special provisions apply to Solicitors' Chambers?

24. If you are a Solicitors' Chambers:
- (a) unless otherwise agreed in writing between you and us, you will have one account with us and we will make payments under this Contract (and have all the same rights e.g. to audit) as if you were one firm of solicitors;
 - (b) only Solicitors' Chambers Members may perform Contract Work;
 - (c) any breach of this Contract by a Solicitors' Chambers Member entitles us to apply any Sanction under this Contract not only to the (whole) Supplier, but also to that Solicitor's Chambers Member and to amend any authorised volume of work and payment terms;
 - (d) if any of the Solicitors' Chambers Members ceases to be appropriately associated with you or if any new Solicitors' Chambers Member joins the Solicitors' Chambers, you must notify us and we may amend any authorised volume of work and payment terms;
 - (e) as well as you, each Solicitors' Chambers Member is liable in its own right to make such payments (or repayments) which may be due to us in connection with any Contract Work which it has (or should have) performed;
 - (f) all Solicitors' Chambers Members must be named on your principal Schedule.

Do any special provisions apply to consortia?

25. If you are the lead member of a consortium, you and we are the only parties to this Contract. The responsibility for performance under this Contract, and compliance with it, is yours alone. Your agreement with consortium members must give us the same rights to audit etc them as we have to audit etc you, must require them to enter into such contracts with us and provide such indemnities as we may reasonably require and include such other terms as we may reasonably specify.

Are you obliged to check Certificates and authorities issued by a Regional Office in connection with Contract Work?

26. It is your responsibility to check any Certificates and authorities that any of our Regional Offices issue to you in connection with Contract Work. If after checking a Certificate or authority you have any concerns, you may raise them with the Regional Office concerned. No matter what sum is assessed by a court as costs incurred under a Certificate, we have no obligation to pay you for any work that

is outside the scope of a Certificate, or which is in excess of that covered by a limitation on a Certificate, and if any such payment is made to you an equal sum is repayable by you to us.

Are we authorised by you to obtain a Report?

27. By signing this Contract, you authorise us to obtain a Report if at any time we have good reason to suspect serious professional misconduct, breaches of Access to Justice Legislation or dishonesty by (i) you (whether or not you are under Official Investigation) (ii) any of your personnel who have been, or may be, involved in Contract Work (iii) any of your partners or (iv) any of your directors. You must use all reasonable endeavours to ensure that such of them as may be required to give consent to enable such Reports to be given to us, do so.

29 Contract sanctions

When may we apply the sanctions in this Clause?

1. We may apply any of the Sanctions in this Clause 29 if:
 - (a) you have materially or persistently breached this Contract; or
 - (b) we are entitled to suspend or terminate this Contract.
2. In addition
 - (a) we may apply any one or more of the Sanctions referred to in Clauses 29.6, 29.7 and 29.12 if you are under Official Investigation;
 - (b) we may apply the Sanction referred to in Clause 29.6 if your financial situation is such that we consider there is a risk to Clients or to public funds; and/or
 - (c) we may apply the Sanction referred to in Clause 29.12 below if any solicitor who is engaged in Contract Work on your behalf and who is required to have a valid practising certificate under the Solicitors' Act 1974, ceases to have one.
3. The application of any Sanction shall be without prejudice to any other rights that we may have, but we shall only apply a Sanction to the extent that it is proportionate to the circumstances or (in the case of persistent breaches), to the extent that it is appropriate for us to apply it, 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 - May we bar types of Contract Work?

4. We may by written notice bar you from performing Contract Work in specified Categories of Law and/or Classes of Work and/or imposing restrictions on the Contract Work that you may perform. If we do so, we will also issue a Schedule Amendment Notice.

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

5. 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.

Sanction No.3 - May we suspend payments?

6. We may by written notice suspend some or all payments due from us to you under this Contract for such period as may be stated in it.

Sanction No.4 - May we prohibit you from taking on any new matters or cases?

7. We may by written notice prohibit you from starting any new matters or cases under this Contract.

Sanction No.5 - May we exclude individuals from being supervisors or performing Contract Work?

8. If any of your personnel or former personnel 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 either to protect Clients' interests or to protect public funds, or to protect us from material harm prohibit the person concerned, for such period as we may reasonably specify, from being:

a Supervisor; or

Approved Personnel

so that he or she can no longer supervise and/or perform any Contract Work for you or any other Supplier.

9. Clause 29.8 applies even if the relevant circumstances occurred before the person concerned became a member of your personnel.
10. We will maintain a list (accessible by you) of individuals whom we have prohibited from being Supervisors of Contract Work or from being Approved Personnel.

Sanction No.6 – May we remove your Preferred Supplier status?

11. If you cease to meet the Preferred Supplier criteria, we may cancel your Preferred Supplier status, require you to comply with the SQM and amend your Key Information Tables accordingly.

Sanction No. 7 - May we prohibit you from holding yourself out as a Supplier?

12. 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 LSC Promotional Items and to hold yourself out, or to promote yourself, as a Supplier, for a specified period.

30 How this Contract can be ended

No fault termination by either party

1. You may, at any time, serve no less than three months' notice on us terminating this Contract.
2. If we amend this Contract at any time under Clause 13, you may serve notice on us terminating this Contract at any time before the amendment comes into effect and any such notice shall take effect on the day before the day on which the amendment would otherwise have come into effect.
3. Subject to Clause 30.4, we may, at any time, serve no less than six-months' notice on you terminating this Contract, or terminating specified powers, rights and authorities to perform Contract Work under it e.g. we may terminate your right to perform Contract Work in a specified Category of Law or Class of Work in a specified geographical area (and may amend this Contract accordingly).
4. We will exercise our rights under Clause 30.3 only when we consider it necessary or desirable to do so in order to facilitate a Reform of the Legal Aid Scheme.

When will this Contract terminate automatically?

5. If, after you have signed this Contract, but before the start date of the first Schedule, we notify you that we have lawful grounds for terminating this Contract, it terminates automatically on the date specified in the notice. If we notify you, before the Contract Start Date, that we have grounds for terminating this Contract, it immediately lapses and shall not come into force on its Contract Start Date.
6. If you have failed to meet a condition specified by us before the Contract Start Date and on which we granted this Contract (e.g. that we would receive satisfactory responses to what are normally pre-contract enquiries or that you would recruit a Supervisor) this Contract terminates on:
 - (a) the date specified in the condition; or
 - (b) if no date is specified in the condition, on such date as we may specify.

When will this Contract terminate immediately?

7. This Contract terminates immediately if your 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 performing Contract Work.

When might either party terminate this Contract?

8. Any material breach of Clause 22.1 or 22.2 (warranties) by one party to this Contract entitles the other party:
 - (a) where the information related either to becoming a Supplier or to demonstrating compliance with this Contract, to issue a notice terminating this Contract; and

- (b) where the information related to the authorisation or allocation of Contract Work, to issue a notice terminating the right or obligation to perform that Contract Work.

When might we terminate immediately?

- 9. We may serve a notice on you terminating this Contract on the date specified in the notice in any of the following circumstances:
 - (a) we receive a Report and consider that termination is required to protect Clients or us from possible serious harm or to protect public funds or Clients' interests;
 - (b) 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;
 - (c) Your financial situation is such that we consider that we or Clients are at risk of financial loss or other material prejudice;
 - (d) you have failed to provide documents or access to premises in accordance with Clauses 8 and 9 and have not remedied such breach within 7 days of a notice from us referring to this Clause and requiring you to do so;
 - (e) either you are required to comply with the SQM and a Notice to Terminate under the SQM has been issued or your right to hold the Q.A. Standard has been terminated or has otherwise ended;
 - (f) we entered into this Contract on the basis that you were receiving core funding from another organisation (e.g. you are a Not for Profit organisation and you receive core funding from a local authority) and that funding ceases or is materially reduced (unless it is replaced to our satisfaction within such period as we may specify);
 - (g) you have committed a Fundamental Breach (see Fundamental Breach Annex (Annex H)).

When might we terminate after a previous notice?

- 10. If you have breached this Contract, we may serve you with a notice specifying the breach. If we consider that the breach is capable of remedy, the notice will require you to remedy it within a specified period, which will not be shorter than 28 days. Otherwise, the notice will require you not to repeat the breach.
- 11. If a notice requires you to remedy a breach within a specified period and you fail to do so to our reasonable satisfaction, we may serve a notice on you terminating this Contract on the date specified in the notice.
- 12. If a notice requires you not to repeat the breach then, if you do so, or we serve you with two further notices specifying any breaches, we may serve a notice on you terminating this Contract on a specified date.

Can there be termination or suspension of part of this Contract?

13. Whenever we are entitled to terminate this Contract we may issue a notice terminating any part of it or suspending it, or any part of it. We will set out the effects of any suspension (which shall be less serious than termination) in the notice to you.
14. The giving by us of any termination or suspension notice shall be without prejudice to any other rights that we may have, but we shall only give a termination or suspension notice under Clauses 30.9 to 30.13 (inclusive) if termination or suspension is proportionate to the circumstances or (in the case of persistent breaches), if it is appropriate for us to do so, 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.

31. Consequences of termination

What about Clients and Contract Work files?

1. When you become aware that your right to perform any Contract Work will end (e.g. if you receive a notice to that effect), you must immediately notify all Clients who will be affected by that, take all reasonable steps to protect them and their rights, and provide them with information about other Suppliers able to continue their matter or case (and offer to make appointments with them) and with such other information as we may specify.

What happens to your rights, authorisations etc when this Contract (or part of it) ends?

2. Subject to Clause 31.10, when this Contract ends:
 - (a) all rights, authorisations, approvals, powers, licences and any status under it (of you and of all your personnel) 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 a Supplier.
3. Subject to Clause 31.10, when any authority to perform Contract Work in any Category of Law or Class of Work, or from any Office ends, you must immediately stop all Contract Work in the relevant Category of Law, Class of Work, or from the relevant Office and must immediately stop holding yourself out as able to perform it.
4. Subject to Clauses 31.8, 31.9 and 31.10, when this Contract ends, our obligation to make payments to you under it ceases.

What happens to overpayments and Payments on Account if this Contract ends?

5. When this Contract ends all "overpayments and mispayments" (as described in Clause 18) and all Payments on Account become repayable to us.
6. When any authority to perform Contract Work in any Category of Law, Class of Work, or from any Office ends all "overpayments and mispayments" (as described in Clause 18) and all Payments on Account in respect of that Category of Law, Class of Work, or Office become repayable to us.

What about work in progress?

7. When this Contract ends or your right to perform Contract Work in any Category of Law, Class of Work, or from any Office, ends you must immediately send us such Contract Report as we may require and Claims for all matters and cases that are not transferring to another Supplier.

What about existing rights?

8. Subject to the provisions of this Contract, the ending of this Contract is without prejudice to any of your or our accrued rights (including, without limitation, our

rights to Assess your Claims and to recover any overpayments to you and your rights to recover in respect of any underpayments by us).

9. Any provision of this Contract which relates to, or governs your or our acts after it (or any part of it) ends, remains in full force and effect and is enforceable even though it has ended.

What about Remainder Work?

10. Although we will not normally do so, if we consider it appropriate, we may authorise you to perform Remainder Work. Any such authorisation is subject to our right to impose restrictions, requirements and conditions on your performance of it at any time, and not merely when authorisation is given. Restrictions, requirements and conditions may be on a case-by-case basis, on a time basis, on a step in proceedings basis or on any other basis that we consider appropriate.
11. Unless we notify you otherwise, you must perform Remainder Work as if it were Contract Work, and we have all the rights we would have had if this Contract had been in force (for the avoidance of doubt, including our rights under Clause 3 and our rights to Assess Claims).

What about TUPE?

12. We have entered into this Contract in the belief that TUPE shall not apply on the termination of this Contract or part of it and that you will retain responsibility for all of your personnel on termination as we do not believe that there will be an identifiable transfer of your business to any other Supplier on such termination. However we reserve the right to make such amendments to this Contract as we may regard as desirable, if at any time we consider that TUPE may apply on any such termination, subject to our compliance with the consultation obligations in Clauses 13.3 to 13.6 inclusive and in accordance with the timetable in Clause 13.8.

After termination, may you apply for a new contract?

13. If we terminate this Contract (except under Clause 30.1 (no fault termination)), neither you nor any of your partners, shareholders, directors, Members (LLPs), 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 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.

32. Reconsidering decisions and the review procedure

What should you do if you disagree with any action we have taken or not taken, or a decision we have made?

1. If you disagree with any action we have taken or not taken, or a decision we have made, you should – normally through your Liaison Manager – contact our Account Manager or Relationship Manager to request an informal reconsideration of the decision. Any such request must be made within 21 days of the action or the date we notify you of the decision.
2. If you disagree with any informal reconsideration or if we have not reconsidered the matter and advised you of the outcome within 28 days of your request you may request a formal review if permitted to do so under the following Clauses. If you cannot request a formal review under the following Clauses and the matter is not one contemplated under Clause 32.5 and/or Clause 32.6, Clause 33.1(b) shall apply after such 28 day period.

What is the formal review procedure for?

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 32.4.

When may you invoke the formal review procedure?

4. You may invoke the formal review procedure only if:
 - (a) we have issued a notice under Clause 29 except, unless we agree otherwise, Clause 29.12 (holding out as a Supplier); or
 - (b) we have issued a notice under Clauses 30.8, 30.9, 30.11, 30.12 or 30.13; or
 - (c) you disagree with our decision either (i) not to issue an Office Schedule, or (ii) on the duration of an Office Schedule; or
 - (d) you disagree with our decision on payment or allocation or authorisation of work under a Schedule; or
 - (e) 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) although you may only seek a review of any alleged breach relating to the issue of a notice under Clause 30.10 if and when we subsequently terminate or suspend this Contract (or apply another Sanction) pursuant to the notice.

What is outside the formal review procedure?

5. The following are wholly outside both the formal review procedure set out in this Clause 32 and the provisions of Clause 33:
 - (a) decisions on individual Client matters and cases;
 - (b) decisions on Assessments;

- (c) 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
 - (d) 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 any of paragraphs (a) to (c) above.
6. Decisions of independent committees and other independent third parties exercising functions in connection with Contract Work e.g. Independent Funding Adjudicators, Independent Costs Assessors, Independent Peer Reviewers, Costs Appeals Committee, Public Interest Advisory Panel are not subject to the formal review procedure – because they are not our decisions.

Must you apply promptly under Clauses 32 and 33?

7. If you do not pursue your rights under this Clause 32 and Clause 33 as required by this Clause 32 and Clause 33 within the periods of time specified (or such longer periods of time as we may agree) you thereby accept the position and lose your right to dispute it.

How do you start the formal review procedure?

8. To invoke the formal review procedure, you must apply to the Legal Director at Corporate Legal Team, 85 Gray's Inn Road, London WC1X 8TX (DX 328 London Chancery Lane) (or such other address as we may notify to you).
9. All applications for review must set out full and detailed reasons for your challenge and must be accompanied by all documents upon which you intend to rely. They must also be endorsed "Request for Formal Review".
10. All applications for review must be made
- (a) within 14 days of the date of the decision on the informal reconsideration under Clause 32.1 or, if earlier;
 - (b) no later than 28 days after your request for an informal reconsideration if we have not by then advised you of the outcome of an informal reconsideration, provided the issue is within the scope of Clause 32.4; and
 - (c) if you, acting reasonably, regard the matter as urgent, you must notify us accordingly when instigating the formal review procedure.
11. Upon receipt of your application the Legal Director will review it, 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 notice relating to a decision to terminate this Contract shall be referred to the CRB. The decision of our Legal Director in respect of whether a matter should be referred to the CRB will be final.
12. If our Legal Director conducts a review, he or she shall determine the procedure and will decide whether to invite, or require, any further information before making a determination e.g. any further written representations from you or the Regional Office, and will notify you and the Regional Office accordingly.

The Contract Review Body (CRB)

13. The Contract Review Body (CRB) comprises:
 - (a) two members nominated by us, (one of which shall be the chair of the CRB and who may include our Legal Director); and
 - (b) a member nominated by either The Law Society or the Advice Services Alliance (unless a nominee has been requested 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 Supplier.

14. If the 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.
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.
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 our Legal Director not less than 7 days before the CRB hearing, for permission to attend or be represented at the CRB hearing. The decision of our Legal Director is final on this issue.
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 per party.
18. Save as provided above, the CRB shall determine its own procedure. Where the members of the CRB are unable to agree on any matter, each member shall have one vote. In the event of an equality of votes, the chair of the CRB shall have a casting vote.

When will our Legal Director or the CRB determine the formal review?

19. Our Legal Director or the CRB (as appropriate) will determine the formal review within a reasonable period after they have received it unless you have notified us, in accordance with Clauses 32.8 and 32.10(c), that you, acting reasonably, regard the matter as urgent in which case we shall use reasonable endeavours to determine the matter within 28 days of receiving your notice.
20. Where there is no determination by our Legal Director or the CRB within 28 days of the date of receipt of a notice from you as above that the matter is urgent and you have complied with your obligations under Clauses 32.9, you may deem this formal review procedure as expired and your rights under it as exhausted. In respect of all other notices however, you must await a response from our Legal Director or the CRB before considering the formal review procedure as expired and your rights under it as exhausted for the purposes of Clause 33.
21. Our Legal Director or the CRB's determination (as appropriate) may e.g. allow the formal review, dismiss the formal review, make a different decision, give directions to the Regional Office or recommend that a fresh decision is made after

a specified period. For the avoidance of doubt our Legal Director and the CRB's determinations are our decisions.

Will our Legal Director or the CRB give reasons for their determinations?

22. Our Legal Director or the CRB (as appropriate) will send you and the Regional Office written reasons for their determination.

33. Dispute Resolution

1. This Clause 33 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 32;
 - (b) your claim or dispute:
 - (i) does not fall within the formal review procedure; and
 - (ii) is not a matter set out under Clause 32.5 and/or Clause 32.6; and
 - (iii) the 28 day period set out at Clause 32.2 has expired and such dispute or claim continues in relation to this Contract.

Any Formal Dispute will be dealt with in accordance with this Clause 33.

Mediation

2. You and we may agree to refer a Formal Dispute to mediation.
3. Unless otherwise agreed between you and us, the mediation will be conducted in accordance with the CEDR Model Mediation Procedure, and the mediator will be nominated by CEDR.
4. To initiate the mediation a party must give notice in writing (a 'mediation notice') to the other party requesting a mediation. The notice must be given within 14 days of our Legal Director or the CRB's determination under Clause 32 (or, if no determination has been given by our Legal Director or the CRB within 28 days of the date of a notice from you under Clause 32.10(c), within 14 days of the expiry of such 28 day period) and a copy should be sent to CEDR.
5. The mediation will take place not later than 28 days after the date of the mediation notice.

Early neutral evaluation

6. As an alternative to mediation, or in the event that no settlement is achieved following a mediation, you and we may agree to refer the Formal Dispute to early neutral evaluation.
7. The evaluator will be nominated in accordance with CEDR's Model Early Neutral Evaluation Agreement unless we agree otherwise. The evaluator will be appointed to provide a non-binding recommendation to resolve the Formal Dispute.
8. To initiate the early neutral evaluation a party must give notice in writing (an 'evaluation notice') to the other party requesting an evaluation. The notice must be given within either 14 days of our Legal Director or the CRB's determination under Clause 32 (or, if no determination has been given by our Legal Director or the CRB within 28 days of the date of a notice from you under Clause 33.10(c), within 14 days of the expiry of such 28 day period) or within 14 days of the date of any mediation (whichever is the later) and a copy should be sent to CEDR.

When are disputes subject to arbitration?

9. A Formal Dispute shall be referred by either party, and as either party deems necessary, to arbitration to be decided under the Arbitration Act 1996, within the following periods and subject to Clause 32.7:
 - (a) if the parties do not agree to mediation or early neutral evaluation, within 21 days of the determination of our Legal Director or the CRB under Clause 32 (or, if no determination of our Legal Director or the CRB has been given within 28 days of the date of a notice from you under Clause 33.10(c), within 21 days of the expiry of such 28 days period); or
 - (b) if no settlement is reached through mediation or early neutral evaluation, within 60 days of the appointment of a mediator or evaluator (whichever is later), or such longer period as you and we may agree.

What arbitration scheme applies and how does arbitration start?

10. The arbitration shall be in accordance with the relevant arbitration scheme run by the Chartered Institute of Arbitrators and shall be final and binding.
11. The "relevant arbitration scheme" is the scheme from time to time established by the Chartered Institute of Arbitrators for the purpose of determining disputes under the Commission's contracts for legal services.
12. The number of arbitrators shall be one and the seat of the arbitration shall be London, England. In any arbitration the sole question for the arbitrator shall be to determine whether our decision was one that a public body, required to discharge its functions under the Act, might reasonably have made. If the arbitrator decides that we acted reasonably that shall be the end of the matter, but if the arbitrator decides that we could not reasonably have made our decision, he or she shall then be entitled to consider what if any remedy is appropriate in the circumstances.
13. Both you and we must use reasonable endeavours to ensure that any arbitration is concluded within three months or as soon as practicable thereafter, and must provide, in a timely manner, all reasonable information, assistance, co-operation and responses that may be required.
14. You and we hereby waive irrevocably any right of appeal under the Arbitration Act 1996 in relation to any award made by the arbitration tribunal appointed in accordance with this Clause, save for any right of appeal to the High Court under the Arbitration Act 1996 on any question of law.