



**Overview of the 2010 Standard Terms
Applicable to Crime, Civil and VHCC (Crime) Contracts**

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Legal and Governance Team

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Introduction

The purpose of these 2010 Standard Terms is to introduce a generic set of standard terms containing the key provisions governing the relationship between the Legal Services Commission (LSC) and its providers, which will apply to the LSC's three main face-to-face contracts¹:

- Civil;
- Crime;
- Very High Cost Cases (Crime).

These 2010 Standard Terms are based on those already used in the current Civil (April 2007) and Crime (July 2008) Unified Contracts, updated and revised as appropriate. We have aimed to make the standard terms clearer and simpler. We have removed the annexes to the 2007/2008 Unified Contract and reduced the overall length.

The aim of this document is to give an introduction and overview of the main changes (using the Unified Contract (Crime) (July 2008) as the basis for cross references).

There has been some restructuring of the contract documents to reinforce the 2010 Standard Terms' role as the home for all the key terms governing the relationship between the providers and the LSC. Rules governing what work is within the scope of the contract and how it should be delivered will be in the relevant Specification. A provider's individual allocation of work and bespoke terms governing that work will be in their Schedule(s).

As well as summarising the key policy changes, this document provides a detailed guide to the changes.

¹ The new standard terms will not apply to CLACs, CLANS or telephone advice contracts, although we will aim to keep the provisions applying to those contracts on similar terms for provider convenience.

The Consultation Process

We have consulted with The Law Society, Advice Services Alliance and Legal Aid Practitioners' Group on the 2010 Standard Terms and are very grateful for their detailed and valuable input. We have made some significant amendments to original draft terms to take account of their views.

Contract Structure

The different documents making up the Contract will remain as at present (and it set out below). However the precedence of document structure has changed to place the Standard Terms above the Schedule(s). Unless one provision is stated expressly to override, or 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:

1. Contract for Signature
2. Standard Terms
3. Schedule(s)
4. Specification (i.e. the relevant Crime or VHCC or Civil Specification)

Contract for Signature contains bespoke provisions in relation to an organisation:

- Signature pages;
- Term;
- List of schedules applying to the contract;
- Any permitted subcontracting and consortia arrangements;
- Pre-contract Conditions (such as opening an office etc);
- Standards for contract work (e.g. Peer Review/Quality Standard).
- Annex containing contract information such as designated contact details.

Standard Terms contain provisions applying to all providers in respect of the relationship between the LSC and providers.

Schedule/s contains bespoke provisions for each office or locations from which a provider can deliver contract work of your organisation, including (depending on the type of contract):

- Categories of Law / Class of Work authorised
- Matter starts/Duty Work/VHCC Case plan
- Payment limits

- Outreach work
- Special provisions applying to that office/location

Specification contains category specific rules, including:

- What work is within the scope of the contract
- Opening and closing matters and cases
- Delivery of services
- Rules on payment and assessment

Overview of Key changes to the Standard Terms

The Structure

We have made the structure simpler and reduced the overall length. We have removed all civil/crime specific terms, including rules on claiming, payments on account and payments against claims, to the Specifications so that all these provisions are in one place. We have reduced and incorporated the 7 annexes to the current Standard Terms (covering further detail liaison, equalities, monitoring, personnel etc) into the main body of the Standard Terms.

Term and termination

The Civil 2010 contract will have last for 3 years from 1 October 2010 and the LSC will have a right to extend if for up to 2 years.

Following the current Crime (July 2008) contract the LSC may terminate the contract for any reason on 6 months' written notice, and providers may terminate for any reason on 3 months' notice. In view of the limitations on the LSC's ability to make amendments to the contract and the possibility of there being changes to legal aid which we could not implement under our change powers, we consider that this power to terminate the contracts early is necessary. In such circumstances a termination would be followed by an open re-tender of the new contracts, so in our view compensation for early termination would not be appropriate.

Providers' right to undertake remainder work in most circumstances is now set out in the contract.

Power to make changes

We have retained the general approach of the change clause in the current Crime (July 2008) contract, and have a right to make changes to the contract in the following circumstances:

- Changes in legislation
- Changes in the justice system not directly controlled or initiated by us
- Changes required by directions and authorisations of the Lord Chancellor
- Minor changes
- Changes to correct errors and omissions

Our amendment powers (apart from in relation to minor changes or errors) are therefore limited to dealing with external changes which are outside our control and by limiting our change powers in this way we have tried to give providers as much stability in the contract terms as we are able. In addition we have made these all subject to a limitation that we may not make changes which are sufficiently material to amount to issuing a new contract, in order to reflect the effect of procurement law in this area.

We have not previously explicitly stated that we make changes to comply with the directions and authorisations of the Lord Chancellor. However in the new contract these rights are expressly limited to 4 limited statutory powers set out in the Access to Justice Act 1999 – they do not give the Lord Chancellor a general right to direct us to amend the contracts.

Changes by providers

We have added a new right for providers to request changes to the amount/type of work they perform, to close offices etc and a limitation on the LSC that is may not unreasonably refuse such a request. It would be reasonable for us to refuse if the changes requested would have changed the result of a tender, or if clients or services would be adversely affected, or if they change is so significant it would amount to the award of a new contract, again in order to reflect the effect of procurement law in this area.

Communications

We have added new provisions requiring providers to assist us in our work promoting the value of legal aid, including:

- to report to us cases which are of interest to the media/public
- to cooperate with us reasonably in producing case studies
- when dealing with the media, to mention that cases are funded by legal aid.

We hope providers will appreciate the mutual benefit in them contributing to our promotional work.

Data protection, confidentiality and freedom of information

We have worked with the Representative Bodies to clarify and simplify these areas of the contract, where the reality is that the law is itself complex. We have split them into 3 separate clauses.

We have updated the data protection provisions to ensure full compliance with the standards required by Government of providers of all public services. We appreciate that this can be a complex technical area and have worked with the Representative Bodies on consultation to distil the Government's lengthy and complex requirements (many of which were inappropriate for our providers) to a set of simple Data Security Requirements which are easy to understand and proportionate.

TUPE

We consider that TUPE is unlikely to apply on the termination of the current contracts or the 2010 contracts. However, in case there are developments in case law which change this position, the 2010 contracts contain appropriate TUPE provisions stating that:

- the LSC may request employee information from the providers at the end of the 2010 contracts if we think TUPE applies (so we can give this to providers applying for the next contracts); and
- providers will remain liable for any employment claims relating to their period of employment of any transferring employees.

Consortia

We have added provisions governing providers who are permitted to bid for and provide services in consortia (only permitted for some Social Welfare Law categories). We do not wish to interfere unnecessarily with providers' freedom to make their own arrangements and have worked closely with ASA and the SRA to produce simple consortia rules confirming that consortia arrangements must not interfere with:

- providers' duties to keep client's information confidential even from fellow consortia members;
- their responsibility to clarify exactly which organisation is working for a client;
- their duty to act in the best interests of their client, including when making referrals which may be outside the consortia where appropriate.

Delivery transformation

We have added provisions requiring providers to have appropriate IT and back up facilities, and where applicable to use our electronic portal for claims and applications (detailed provisions will be in the relevant Specification). We have also reinforced our right to make all contract communications by email and included an obligation on providers to check for email communications from us.

KPIs

Compliance with KPIs will now be enforceable terms of the contract but we have built in safeguards ensuring that sanctions for breach will not be imposed without discussing with your Relationship Manager and without us considering whether an action plan for improvement would not be a more appropriate way to tackle the problem. The precise terms of the KPIs will be in the relevant Specification.

Sanctions

We have simplified the sanctions provisions to focus predominantly on the concept of material or persistent breach, which is more in line with mainstream commercial contracts. The types of sanction are largely unchanged although we have explicitly stated that these may now include suspending or removing providers from rotas.

SQM

We have prepared for the possibility for providers to move to Lexcel instead of the Specialist Quality Mark (SQM) by incorporating all those parts of the SQM which we consider to be essential into the Standard Terms or Specification. The Supervisor Standards for each Category of Law will appear in the Specification. We think this will result in a simpler and clearer set of obligations for providers.

Audit costs

We are introducing a new right for the LSC to recoup audit costs from providers who we discover are overclaiming or misclaiming, and who decline to cooperate with us in establishing themselves the full extent of the claiming problem and making proposals, leaving us with no alternative but to conduct an extensive, costly audit of the rest of their files. We will not seek to recoup the costs of

an initial audit which identifies that there is a problem with some files which may be more widespread, or any audit within the ordinary CCA process. We will give providers a full chance to cooperate with us, by looking at their own files, speaking to staff, examining claiming practices and making appropriate proposals for repayment if appropriate, before conducting a further audit. It is only the costs of this further audit which we may claim from a provider.

The costs of carrying out widespread audits of providers' files can be expensive and we believe that it is right to apply this principle. Only one of the 3 National Relationship Directors may authorise use of this recoupement provision. We will be working with the Representative Bodies through the CCA committee to clarify our claiming rules prior the start of the 2010 contracts.

Detailed guide to the changes

Clauses moved to the relevant Specifications

- Clauses 14,16 and 18 - the provisions around Payment arrangements
- Clause 14.4 – 6 Maximum Payment on Account provisions relating to civil only
- Clause 17A How and when we will pay for civil contract work
- Clause 17B – How and when we will pay for crime contract work
- Clause 18.3 (D,E,F) –18.9 civil Payment On Account
- (Clauses 11A, B and C) - details of how schedules will be issued and amended in specific categories of law
- Rules on use of Devolved powers
- Category specific Key Performance Indicators
- Category specific definitions
- Category Specific rules around instructing third parties

Tracker of amendments and new clauses

2010 Clause heading	2010 Clause Number	2008 Clause Number	Description of change	Further information
1 Interpretation	1.1	1.1	Definitions	The definition section has been updated and amended as appropriate. Any crime or civil specific definitions will be set out in the relevant Specifications.
	1.2 – 1.27	1.2 – 1.31	Other interpretative clauses	A number of provisions have been moved to the main body of the Standard Terms, for example, the provision regarding jurisdiction is now at Clause 29 and the provision on the precedence of contract documents is at Clause 12.
	2.1	2.2	Good faith	As before
	2.2	2.1	Value for money	As before

2 Relationship and Communication	2.3 – 2.9	3.1 – 3.4 and Annex A.1 – 6	Communicating with each other	<p>The provisions have been redrafted but the same basic requirements remain.</p> <p>We have strengthened the requirement for polite communication.</p> <p>Clause 2.9 confirms that electronic communication will underpin most methods of communication relating to the contract.</p>
	2.10 – 2.12	3.5 and Annex B New	Case studies and communications with the media	<p>The provisions have been redrafted but the same basic requirements remain. In addition, subject to your Client’s consent you must notify us of any cases, which may be of interest to the public or the media (Clause 2.11).</p> <p>We want to ensure that over the course of this contract we work with providers to promote Legal Aid. We hope providers will see the mutual benefit to working with us to promote the profile of Legal Aid.</p>
	2.13	2.9	Third party rights	The provision has been redrafted but the principle remains the same.
	2.14 – 2.15	2.3 – 2.4	Are you our partner (in law) or agent	As before.

3 Working with third parties	3.1	2.5 – 2.6	Performing contract work yourself	<p>The provision has been redrafted but the principle remains the same that providers must undertake contract work themselves (subject to their rights to use agents, counsel and experts etc – see below). Any breach of this Clause is a fundamental breach.</p>
	3.2 – 3.10	2.7 and Clause 19	Subcontracting, Agents, Counsel and Approved Third Parties	<p>These rules have been redrafted to give greater clarity to providers who use third parties to deliver part of their services. We have identified 4 types of third parties – Counsel, Agents, Subcontractors and Approved Third Parties (e.g. experts and interpreters) which may be used subject to the rules in the Contract for Signature and/or the Specification.</p> <p>You must ensure that any agreement with sub-contractors allows us access to their premises for the purposes of audit (Clause 3.9).</p>

	3.11	New	Consortia Members	<p>We have, with the SRA's assistance, added provisions governing providers who are permitted by the contract to provide services in a consortia.</p> <p>Individual consortia arrangements may be set out in the provider's Contract for Signature. The Civil Specification also sets out in more details how advice services using a consortia model may operate.</p> <p>The Standard Terms confirms that consortia arrangements must not interfere with the providers duty to:</p> <ul style="list-style-type: none"> • keep the client's information confidential even from fellow consortia members • ensure the client knows exactly which organisation is working for the client • act in the best interests of the client.
4 Financial disclosure and risk	4.1 – 4.2	4.1	Audited or certified accounts	These provisions have been redrafted to be more specific about the accounts we require providers to maintain, and in particular the information a provider must contained in its annual accounts.
	4.3	4.2	Financial disclosure	These provisions have been redrafted to be more specific about the information we will require (and from whom) should we consider that a provider's situation represents a financial risk to clients or the fund.

	4.4 – 4.5	4.4	Indemnities and guarantees	Redrafted but the same basic requirements remain to provide us with indemnities and guarantees if requested. New Clause 4.5 confirms that we may apply a sanction if indemnities and guarantees are not provided when requested.
	4.6	New	Maintaining financial records	Financial records must be kept in accordance with the rules on record keeping at Clause 8.6.
5 Equality and Diversity	5.1 – 5.7	Clause 5 Annex C	Equality and Diversity	We have updated the legislation and redrafted Clause 5 but the same obligations on providers to assist us to meet our statutory obligations remain.
6 Logos and Marketing	6.1	6.1	Calling yourself a provider	As before
	6.2 – 6.4	New	LSC Promotional Items	These new clauses restrict the use of LSC Promotional Items.
	6.5 - 6	6.2	Restrictions on marketing	As before, including the rule that providers are not permitted to induce clients with gifts or money. We have deleted the reference to smoking materials being permitted as police stations and courts are now non smoking but would regard these as refreshment items (which are expressly permitted) in any event.

	6.7	New	Restrictions on the name of your organisation	We have added a new clause prohibiting providers from adopting names confusingly similar to CLACs and CLANs after several recent examples.
	6.8 – 6.11	Clause 20	Referral Fees and receiving payment	Redrafted but the same basic requirements remain.
7 Your obligations, looking after Clients, compliance and self monitoring	7.1	7.4	Providing Contract Work	As before – providers must comply with the Contract documents.
	7.2 - 3	Annex D.1 and D.2 and 10.4	Clients interests and independence	Redrafted but the same basic requirements remain.
	7.4 and 7.5	7.1 and Annex D.3	Indemnity insurance	<p>Redrafted to confirm that providers must have insurance to cover liabilities under this contract having had due regard to the type of Contract work undertaken and the associated risks.</p> <p>Subject to the above rule, solicitor practices must have at least the cover required by the SRA. Registered charities cover must be at least £1 million. Insurance must be maintained for a period of at least 6 years after the expiry of the contract.</p>

	7.6	8.1	Demonstrating compliance with the contract	Redrafted to give greater clarity but the same basic requirements remain.
	7.7 – 7.9	7.9 and Annex D. 4, 7 and 9	Client service	Redrafted to give greater clarity but the same basic requirements remain.
	7.10	7.2	Access to LSC Manual	Redrafted to give greater clarity but the same basic requirements remain.
	7.11 – 7.12	7.4 - 5	Compliance with Legislation etc	Redrafted to give greater clarity but the same basic requirements remain.
	7.13 – 7.14	New	Consents, Authorisations and Licenses etc required by Relevant Professional Bodies	New clauses oblige providers to obtain and maintain all licenses and permissions (including from Professional Bodies). Failure to do so will be deemed a fundamental breach.
	7.15	28.17	Claiming payment from a Client or former client	As before

	7.16	7.3, 7.10 and Annex E	IT requirements	Redrafted – to confirm all the systems which we require providers to have if they are to manage records and contract work electronically. We have added provisions requiring providers to have appropriate IT and back up facilities, and to have an LSC Online Account.
	7.17 – 7.19	New	LSC Online Service	New provisions confirm that providers must have an LSC Online Account to submit certain information in connection with the contract.
	7.20 – 7.21	New	Business Continuity Plan	To underpin IT requirements we require providers to have an IT backup plan.
	7.22	New	Environment	Providers must have regard to the principles of good environmental management.
8 Keeping records and completing and returning forms	8.1	8.2	Contract work files	Redrafted but the same basic requirements remain. Files can be kept electronically as long as the provider is able to comply with the requirements in the contract to provide us with Records.
	8.2 – 8.4	7.7 and Annex E	Recording you must maintain	Redrafted to set out in more detail the types of records, which must be maintained.

	8.5 – 8.9	9.2 – 9.4	Storing files and records	Redrafted. We require all files and records to be stored securely and kept for 6 years.
	8.10	New	Keeping electronic files	The new provision confirms the obligations on providers should they wish to keep electronic case files. These include compliance with NAO requirements on assuring that electronic copies of paper documents are accurate. We are currently discussing with the NAO what requirements would be reasonable for providers with a view to minimising admin burden as much as we can.
	8.11	9.6	Forms	As before
	8.12 – 8.13	28.18 – 19	Liens and intellectual property rights.	Clause 8.12 confirms that providers do not obtain a lien over any Client files. Clause 8.13 states that providers' have rights in the intellectual property of any documents they produce.
9	9.1	9.1	Information your must provide	Redrafted but the same basic requirements remain.

Provision of information and access to your premises	9.2 – 4	8.4, 8.6 – 8.7	Audits and Official Investigations	<p>Redrafted but the same basic requirements remain.</p> <p>We have clarified the different approaches to auditing where an Official Investigation is taking place. The general rule remains that we have broad rights to look at documentation connected with the contract to check compliance.</p> <p>We have also confirmed that we may continue to audit after the contract ends in certain circumstances – e.g. where a provider is still billing work to the LSC will still require a right to audit.</p>
	9.5	8.5	Quality Standard Audits	<p>We have revised our rights here to request information about a provider’s Quality Standard but have removed our right to attend any audits conducted by third parties.</p>
	9.6 – 9.7	8.8, 28.16 and 28.21	Assistance for Audits and Official Investigations	<p>Redrafted to be more specific about what we would like access to when auditing or carrying out an Official Investigations.</p> <p>Failure to provide these access etc will be a fundamental breach.</p>

	9.8	New	Cost of Audit	New provision referring to our right to claim for the cost of auditing a provider where excess claims have been identified (see 14.18)
	9.9	8.3	Keeping documents separately	We have had providers claiming we may not look at files because, as they are mixed up with private files, the information is privileged. We must therefore have a requirement for legal aid files to be kept separate. It is in the interest of clients, (both legally aided and private) the LSC and providers to be able to keep information about this contract separately from other services the providers may perform.
	9.10	9.5	Failure to provide access	Redrafted to confirm that we have reasonable grounds to believe there is a risk to Clients and/or the Legal Aid Fund if a provider does not provide access or Records.
	9.11 - 9.12	8.9 – 8.10	Mystery Shopping	As before. We are still planning on using mystery shopping as a way to assess performance and compliance with the contract. We will pay for any mystery shopping work which would otherwise be billable under the contract.
	9.13 – 9.14	8.11 – 8.12	Client satisfaction surveys	As before

	9.15	28.27	Obtaining a report	As before
10 Standard of Contract Work (including Independent Peer Review Process)	10.1	10.2 and 7.6	Standard of Contract Work	Redrafted but the same basic requirements remain – you must perform contract work in a timely manner etc and must at all time hold the quality standard.
	10.3 – 10.5	10.1, 28.20, Annex F	Your personnel	Redrafted. We have removed the concept of Approved Personnel and included elements lifted from the SQM. We may apply a sanction in circumstances where providers have permitted individuals to do work where they have refused to consent to a status report etc.

	10.6 – 10.9	10.4 – 10.6	Independent Peer Review	<p>Redrafted but the same basic requirements remain.</p> <p>We consider that Peer Review is a robust and fair quality assessment tool. We have agreed to a version control system of this document. We have agreed that internal processes, such as Peer Review will contain their own power of amendment which will be subject to similar limitations as the amendment power in the contract.</p> <p>A Peer Review of 4 is a breach of contract. A Peer Review of 5 is a fundamental breach of contract.</p>
<p>11</p> <p>Key Performance Indicators</p>	Clause 11	10.9 – 10.11	Key Performance Indicators	<p>The provisions on KPIs have been revised and should be read in conjunction with the specific KPIs in the relevant Specification.</p> <p>The Standard Terms confirm the procedural safeguards that the LSC will follow if a KPI is not met. Sanctions for breach will not be imposed without discussions with your Relationship Manager and without us considering whether an action plan for improvement would not be a more appropriate way to tackle the problem.</p>

12 Contract documents and precedence, Schedule and Specification	12.1	1.30	Contract documents and precedence	There is a change to the precedence of documents – the Standard Terms now takes precedence over the Schedules(s).
	12.2 – 12.3	11.1 - 2	Contract for Signature and Schedules	Redrafted to summarise the role of the CFS and Schedule as a contract documents. The detailed rules on Schedules are now in the relevant Specifications.
	12.4	Clause 12	Specification	Redrafted to confirm the role of Specification in the contract and when we might amend them.
13 Amendments to the Contract Document	Clause 13	Clause 13	Amendment powers	<p>The LSC’s change powers have been the subject of extensive discussion with the Representative Bodies. Our final position is:</p> <ul style="list-style-type: none"> • We have a power to make amendments to the contract on the following bases: <ul style="list-style-type: none"> ○ To take account of changes in legislation, case law and the requirements of regulatory bodies ○ To take account of changes in the justice system ○ To take account of the Lord Chancellor’s directions, and authorisations to extend the scope of funding ○ To make minor changes (provided that the Representative Bodies agree that the changes are minor)

				<ul style="list-style-type: none">o With the Representative Bodies' agreement, to correct mistakes and ambiguities, including to align the contract correctly with stated policy. <p>We have limited the amendment powers to retain only those which are evidently strictly necessary to respond to external factors. We have listened to TLS' concerns about the potential ambit of a power to amend the contract on the basis of the Lord Chancellor's direction and have confirmed that these are limited to specific statutory powers, now listed in the contract.</p> <p>In all cases the power to amend is subject to the proposed change not being so substantial to amount to the award of a new contract.</p> <p>We have not retained any amendment powers apart from those necessary to respond to external changes, and these are subject to the overall limitation on changes referred to above. We consider that this delivers as much stability as possible in contract terms for providers. If we have no powers to amend the contracts this would simply mean a much greater risk that we had to terminate them to respond to changes.</p> <p>Clause 13 also contains a new right for providers to request changes to their contracts – see "Key Changes" above.</p>
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14 Your account with us, Claims, Payment, Assessments	14.1	14.1	Your account	As before.
	14.2 – 14.5	15.1, 15.4 – 15.6	Submitting claims	As before
	14.6 – 14.7	16.5	Assessments	As before with a new clause to confirm how we will amend any cost assessment manuals.
	14.8 – 14.11	16.3 – 16.4	Payment	As before
	14.11 – 14.17	18.1 – 3 and 18.6, 7 and 9	Right of Set off etc	Redrafted but the same basic requirements remain.
	14.18	New	Audits	This new clause states that where an audit identifies that a provider has made overclaimed or misclaimed, and declines to cooperate with us in making reasonable proposals so that we have to carry out a further audit to establish the full extent of the problem, we may claim our reasonable costs of carry out a further audit. Please see “Key Changes” above.

	14.9	14.7	Other rights	As before – we can claim from previous owners of the organisation.
15 Confidentiality	Clause 17	Clause 21.1 – 21.10	Confidentiality	<p>We have redrafted these provisions to make them simpler and clearer but the same basic requirements remain.</p> <p>Clause 15.5 confirms the list of information that is not confidential.</p> <p>Clause 15.18 confirms what information we may publish. As a public body we think it is reasonable for us to have the power to publish information we consider in the interest of the public or clients.</p>
16 Data Protection	Clause 16	Clause 21.12 - 16	Data Protection obligations	We have redrafted these provisions with the assistance of the TLS's and LSC's data specialists. Providers must comply with the Data Security Requirements (based on Government requirements for public sector suppliers) and we will issue further Data Security Guidance with this Contract to assist providers with this complex and technical area of law.
17 Confidentiality and data	Clause 17	28.15	Freedom of Information Act	These provisions are largely as before.

18 Warranties	18.1 – 18.3	22.1 - 3	Warranties providers and LSC give	Minor redrafting but the same basic requirements remain. We have added clarification that the providers' warranties cover tender documents.
19 Indemnities	19.1 – 19.3	23.1 – 23.3	Indemnities providers must give the LSC	Redrafted to include how we will notify providers if we receive a claim (19.3).
20 Giving Notices	20.1 – 20.3	24.1	How notices are delivered	These provision have been changed to remove the requirement for the LSC to send a confirmation postal copy of an emailed notice. At the Representative Bodies request we have retained sending a hard copy notice in the case of notice of a contract Sanction.
	20.4 – 9	24.3 – 24.8	Other provisions about serving notices	Redrafted but the same basic requirements remain.
	20.10	New	Serving proceedings on LSC	Confirms providers must serve proceedings on the Legal Director as per clause 20.9
21 Things you	21.1	25.1	Constitutional changes	We have redrafted this to limit the changes which must be notified to us to constitutional changes only. Other changes will be dealt with under clause 13.

must tell us about	21.2	25.2	Constitutional statements	As before
	21.3 – 21.7	25.3 - 7	Changes to LLP or companies etc	Redrafted but the same basic requirements remain.
	21.8 – 21.9	25.9	Changes to capacity to perform contract work	Providers must give us 21 days notice of any changes to their capacity to do contract work.
	21.10	25.9	Proposed changes providers must tell us about	Redrafted to confirm the process where a provider wishes to make a change, which may impact on their meeting the obligations under the contract. Providers may request changes to their work/offices under clause 13.
	21.11 – 21.14	25.10 – 25.13	Other issues providers must tell us about – e.g prosecutions	Some redrafting but the same basic requirements remain.
22 Novations	22.1 – 22.7	26.1 - 8	Circumstance where we might novate a contract	<p>Minor redrafting but the same basic requirements remain.</p> <p>Whilst we reserve the right to look to both parties (on the basis that the old parties have historic liability but the new parties are likely to have control over the work in progress) as an appropriate protection for public funds the contract stipulates that we shall only seek to recover funds</p>

				from one of the parties.
23 Bribery, fraud and unethical behaviour	23.1 – 23. 6	27.1 - 5	No false tenders or bribery etc	Minor redrafting but the same basic requirements remain.
24 Sanctions	Clause 24	Clause 29		<p>We have revised this Clause to make the operation of the Sanctions clearer. We have confirmed that the main basis for the application of sanctions is material/persistent breach.</p> <p>Sanctions are intended to apply in wider circumstances than fundamental breach and having wider sanctions allows us to make proportionate responses to protect clients or the fund, short of termination.</p>

<p>25 How this Contract can be ended</p>	<p>Clause 25</p>	<p>Clause 30</p>		<p>Providers may terminate the contract on 3 months notice.</p> <p>In view of the LSC's limited change powers, and the current environment, we cannot agree to give up the right to terminate on 6 months notice, nor agree to compensation for early termination. In any event, it is usually the case that providers will have equal opportunity to bid for any new contract and therefore compensation would not be an appropriate use of public funds.</p> <p>Providers may not part terminate the contract, but may apply to amend the scope of their contract under clauses 13.13 – 13.15, which amounts to the same thing.</p> <p>The LSC may not unreasonably refuse to agree to a part termination, but reasonable refusal will include situations where the amendment requested would result in the provider being left with a contract which he would have not been awarded on the tender – for example if a provider who tendered to deliver three Social Welfare Law categories were to request to drop one of them.</p>
<p>26</p>	<p>26.1 – 26.9</p>	<p>31.1 – 31.1</p>	<p>Clients and Contract Work</p>	<p>Redrafted but the same basic requirements remain.</p>

Consequences of Termination	26.10 – 26.12	31.10 – 31.11	Remainder Work	The Remainder Work Protocol (set out in the 2 April 2008 Deed between the Law Society and the LSC) has been drafted into the contract. This confirms the presumption that unless the contract has been terminated for breach, providers will (subject to certain conditions) be permitted to undertake Remainder Work.
	26.13 – 26.20	31.12	TUPE	We remain of the view that TUPE will not apply on expiry or termination of this Contract. We have however inserted specific steps that must be followed in the event that TUPE applies. See “Key Changes” above.
	26.21	31.13	After termination, may you apply for a new contract	As before
27 Reconsidering decisions and the review procedure	Clause 27	Clause 32	Reconsidering decisions and the review procedures	Some redrafting but the same basic process and procedures apply.
28 Dispute Resolution	Clause 28	Clause 33	Dispute Resolution	The process for resolving disputes have been amended. The parties may use mediation or if this is not possible the issue will be decided through the courts within one year of a claim arising. Arbitration or Early Neutral Evaluation are no longer resolution methods set out in the contract.

29 Governing Law and jurisdiction	29.1	1.29	Governing law and jurisdiction	As before
	29.2	29.2	New	Confirms the courts of England have jurisdiction to settle disputes.
30 General	30.1 – 30.2	28.1 – 3	Entire agreement	Redrafted but the same basic requirements remain.
	30.3 – 30.5	28.4 – 28.6	If we waiver delay or omit to exercise rights	Redrafted but the same basic requirements remain.
	30.6 – 30.9	28.7 – 28.10	If the parties are prevented from complying with the terms of the contract	Redrafted but the same basic requirements remain.
	30.10 - 12	28.10 – 12	If contract is held to be invalid	Redrafted but the same basic requirements remain.
	30.13	28.14	Information for the National Audit Office	As before
	30.14	28.15	Complying with other legislation	Redrafted but the same basic requirements remain.
	30.15 – 16	28.21- 22	Commissioning research	As before
	30.17	28.26	Provider obligation to check certificates etc	As before