

## CONTRACT FOR SIGNATURE

This Contract is made on the \_\_\_\_\_ day of \_\_\_\_\_ [date]

Between:

- (1) Legal Services Commission whose head office is situated at 85 Gray's Inn Road, London WC1X 8TX (the "LSC"); and
- (2) [PROVIDER NAME] whose principal office is situated at [ADDRESS] (the "Provider").

### BACKGROUND

(A) The LSC wishes to appoint the Provider to provide Contract Work and the Provider is willing to provide the same and to accept such appointment on the terms and conditions of the Contract.

(B) The Contract comprises of the Contract Documents as set out in Clause 5 of this Contract for Signature.

#### 1. Definitions

Words and expressions defined in the Contract Standard Terms shall have the same meaning when used in this Contract for Signature.

#### 2. Term of the Contract

2.1 The Contract Start Date shall be [insert date] and the Contract Period shall be the period commencing on the Contract Start Date and ending upon 31 March 2011.

2.2 The Contract shall commence on the Contract Start Date and will, subject to early termination in accordance with the terms of the Contract (including Clause 7 of this Contract for Signature), expire at the end of the Contract Period.

#### 3. Your Weekly Allocation

3.1 For the purposes of the Schedule to the Contract Standard Terms, your Weekly Allocation in respect of each of the Locations is as set out in the table below.

Location	Weekly Allocation
HMP Cardiff	[number] Week in every [number] Weeks in every 4 Weeks  <b>[DN: or specify "N/A" if the Provider is not to provide Surgeries at this Location]</b>

HMP Parc	[number] Week in every [number] Weeks in every 4 Weeks  <b>[DN: or specify "N/A" if the Provider is not to provide Surgeries at this Location]</b>
HMP Swansea	[number] Week in every [number] Weeks in every 4 Weeks  <b>[DN: or specify "N/A" if the Provider is not to provide Surgeries at this Location]</b>
HMP Usk and HMP Prescoed	[number] Week in every [number] Weeks in every 4 Weeks  <b>[DN: or specify "N/A" if the Provider is not to provide Surgeries at this Location]</b>

3.2 So, for example, if your Weekly Allocation in respect of a Location is stated to be "One Week in every four Weeks", paragraph 2.1 of the Schedule to the Contract Standard Terms requires you to provide all of the Surgeries which are required at such Location during every fourth week.

#### 4. **Conditions**

4.1 For the purpose of Clause 27.5 of the Contract Standard Terms, we have granted this Contract on the following conditions:

<b>Condition</b>	<b>To be completed by</b>	<b>Date on which the Contract will terminate if condition not completed</b>
[list or state "None"]		

This Contract will terminate automatically in accordance with Clause 27.5 of the Contract Standard Terms if you fail to meet any of such conditions.

4.2 If you fail to commence Contract Work prior to 28 November 2008 where you have been requested to do so by a Location, we will send you a letter notifying you that you have failed to commence Contract Work by that date. If you then fail to provide Contract Work prior to 31 December 2008 where you have been

requested to do so by a Location, we will send you a letter notifying you that you have failed to commence Contract Work by that date. If you fail to commence Contract Work prior to 31 January 2009 we may terminate this Contract in accordance with clause 27 of the Contract (unless this Contract for Signature specifies a Contract Start Date of later than 31 January 2009 in which case that date shall apply instead of 31 January 2009).

**5. Contract Documents and precedence**

The Contract Documents, being the documents which form part of this Contract, are listed below. 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 Contract Documents, the conflict will be resolved according to the order in which the Contract Documents are listed.

- 5.1 the Contract for Signature;
- 5.2 the Contract Standard Terms;
- 5.3 the Schedule to the Contract Standard Terms; and
- 5.4 the Annexures to the Contract Standard Terms.

**6. Q.A. Standard**

For the purpose of Clause [7.6] of the Contract Standard Terms, the Q.A. Standard with which you are required to comply is the [SQM].

**7. Provisional Providers**

If you are a Provisional Provider, this Contract will end on the earliest of (a) the expiry date pursuant to Clause 2.2 of this Contract for Signature; (b) the first anniversary of the Contract Start Date if, having been given the opportunity to do so, you have not, by then, passed an Initial Audit; or (c) such date as we may specify, if you have failed an initial audit.

**8. Contact Details**

For the purpose of Clause 21.4(a) of the Contract Standard Terms, your designated fax number, e-mail address, DX number and postal address are as set out in the table below:

Fax number:	
E-mail address:	
DX number:	

Postal address:	
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Signed by ..... Date .....

Authorised signatory for and on behalf of the Legal Services Commission

Signed by ..... Date .....

Authorised signatory for and on behalf of [*PROVIDER*]

Type of organisation<sup>1</sup>:

Status of signatory<sup>2</sup>:

*This Contract must be signed for you by a person who can bind you to it. If you are a partnership, a partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, a director must sign. If you are a limited liability partnership, a designated member must sign. If you are an unincorporated charity, two trustees must sign. This Contract is valid only if it is signed by us by a Regional Director or another person with the specific written authority of our Chief Executive.*

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<sup>1</sup> e.g. partnership, incorporated practice, limited liability partnership, public limited company, private limited company, company limited by guarantee, unincorporated charity. Where appropriate state registration number,

<sup>2</sup> e.g. partner, designated member, director, trustees.