

## CONTRACT FOR SIGNATURE

This Contract is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2009

Between:

- (1) Legal Services Commission whose head office is situated at 4 Abbey Orchard Street, London SW1P 2BS (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 in the Debt Category of Law 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

Except for the word "Provider" which when used this Contract for Signature has the specific meaning given in this Contract Document, words and expressions defined in the Contract Standard Terms (including its Annexes and the Schedule) 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. Contract Work

- 3.1 For the purposes of the Schedule to the Contract Standard Terms, the Contract Work you will undertake (including any minimum or maximum requirements) is set out in the table below:

Cluster	Prisons in Cluster	Work to be undertaken	Delivery requirements
Name of Cluster	Name of Prisons	Type of work to be	Any minimum or maximum delivery

(Add extra rows where the Provider will offer the Service in more than one Cluster)		undertaken  (Select Debt Advice Surgery, Debt Group Work and where applicable, Family Member Debt Advice)	requirements for the type of work to be delivered in a Prison or Cluster
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3.2 For the avoidance of doubt, you are only permitted to provide Contract Work in the Debt Category of Law.

4. **Conditions**

4.1 For the purpose of Clause 27.7(i) of the Contract Standard Terms, we have granted this Contract on the following conditions:

Condition	To be completed by
[list or state "None"]	

We may terminate this Contract pursuant to Clause 27.7(f) of the Contract Standard Terms if you fail to meet any of such conditions.

4.2 Further for the purpose of Clause 27.7(i) of the Contract Standard Terms (but subject in this case to Clauses 4.3 to 4.5 of this Contract for Signature) we have granted this Contract on the condition that you must be operational and available to carry out Contract Work from the Contract Start Date.

4.3 If you fail to commence Contract Work within 15 days of the date of the first formal request from the first Prison requiring you to make arrangements to provide a Service, we will send you a letter confirming that failure and requiring you to commence Contract Work as soon as possible.

4.4 If you receive a letter from us under Clause 4.3 of this Contract for Signature, but fail to commence Contract Work, within 10 days of the date of that letter we will send you a second letter. The second letter will confirm your further failure and require you to commence Contract Work as soon as possible but, in any event, no later than a date which we will specify in that letter. The date we specify will be at least 7 days after the date of our second letter.

4.5 If you receive a letter from us under Clause 4.4 of this Contract for Signature but fail to commence Contract Work on or before the date specified, we may

terminate this Contract in accordance with Clause 27.7(i) of the Contract Standard Terms.

**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;
- 5.4 the Annexes to the Contract Standard Terms; and
- 5.5 the Bid Documents.

**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:

Liaison Manager name:	
Telephone number:	
Fax number:	

E-mail address:	
DX number:	
Postal address:	

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 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.