

Legal Services Commission

Contract for the delivery of face-to-face debt advice to individuals detained in prison establishments in three areas of England: The South West, The East and East Midlands, Kent and Sussex

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FOREWORD

Background

- A The Legal Services Commission ("LSC" or "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.
- H Under this Contract, the LSC wishes to make available accessible, independent, quality assured and integrated face-to-face debt advice services to Clients (and Family Members where appropriate) in certain specified prison establishments in the following three areas of England:
- The South West
 - Kent & Sussex
 - The East & East Midlands.

1. Interpretation

1.1 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 Provider 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 Personnel" means any person engaged by you to undertake Contract Work other than any person who:

- (a) refuses to consent to our obtaining status reports on them e.g. from The Law Society;
- (b) we notify you that we reasonably believe is unsuitable to perform Contract Work; or
- (c) is excluded from performing Contract Work by:
 - (i) a contract Sanction applied by us; or
 - (ii) an order or direction of a court, tribunal, professional body or regulator with power to do so;

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

"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;

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

"Case" means Contract Work on a particular issue which falls either within the scope of a Debt Advice Surgery or Family Member Debt Advice in each case as defined and specified in the Schedule and carried out for a Client/Family Member respectively and *"Matter"* shall be construed accordingly;

"Category of Law" means the debt category of law as defined in Paragraph 1.3 of the Schedule and any reference to Category of Law by name alone i.e. *"Debt"* implies the words *"Category of Law"* immediately following it;

"CDS" means the Criminal Defence Service;

"CEDR" means the Centre for Dispute Resolution;

"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";

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

"Clause" means a clause of this Contract (unless specified otherwise);

"Client" means a person detained in a Prison who receives the Service;

"Commission" means the Legal Services Commission;

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

"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 Contract between you and us which consists of the Contract Documents;

"Contract Documents" means the documents specified as such in the Contract for Signature;

"Contract for Signature" means the Contract Document issued by us and designated as such;

"Contract Period" has the meaning set out in the Contract for Signature;

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

"Contract Standard Terms" means these LSC 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/Family Members under, or by virtue of, this Contract being the Services set out in the table at Clause at Clause 3.1 of the Contract for Signature;

"Data" shall have the same meaning as set out in the Data Protection Act 1998;

"Data Controller" shall have the same meaning as set out in the Data Protection Act 1998;

"Data Processor" shall have the same meaning as set out in the Data Protection Act 1998;

"Data Protection Legislation" the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

"Data Security Requirements" means our guidelines regarding Providers' compliance with H.M.Government's security framework;

"Data Subject" shall have the same meaning as set out in the Data Protection Act 1998;

"Desktop Audit" means a remote audit by us of documents you have provided to us to determine whether or not you have met the criteria to become a Provisional Provider;

"Direct Loss" means all damage, losses, indebtedness, claims, actions, cash expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses;

"Employee Liability Information" means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of TUPE regarding any person employed by him who is assigned to the organised grouping of resources or employees which is the subject of a relevant transfer and also such employees as fall within Regulation 11(4) of TUPE;

"Environmental Information Regulations" the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

"Family Member" means, in respect of a particular Client, either a relation, partner or other person who is a visitor to the Prison in which the Client is detained and whose legal liability for debts is shared or otherwise tied to those of that Client;

"FOIA" the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

"Former Client" means a Client for whom you have performed Contract Work;

"Former Family Member" means a Family Member for whom you have performed Contract Work;

"Front Line Adviser" means a member of the Provider's staff who will deliver all or any part of the Services;

"Fundamental Breach" includes the following (which is not an exhaustive list):

- (a) a breach of a provision of this Contract that is so important that breach of it justifies termination;
- (b) more than one breach of this Contract which, together, are so serious that termination is justified;
- (c) one or more breaches, from which we may reasonably infer that performance will continue to be so substandard as to justify termination;
or
- (d) dishonesty;

any circumstances stated in this Contract to amount to a Fundamental Breach are by way of example only. Breaches of other provisions may also amount to a Fundamental Breach if they fulfil the requirements of this definition;

"Funding Code" means the code published under section 9 of the Act, including its criteria, procedures and guidance;

"Guidance" means such guidance published by us at the Contract Start Date, 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 which has been adopted in accordance with Clause 12;

"Indirect Losses" means loss of profit, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Initial Audit" means an audit by us to determine whether you have met the criteria required to be awarded the SQM;

"Key Personnel" means your Liaison Manager and Supervisors;

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

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

"LSC" means the Legal Services Commission;

"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 published by us at the Contract Start Date, 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 12). ;

"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;

"LSC Single Equality Scheme" means the policy notified to the Provider from time to time, the current version of which is available on our website at www.legalservices.gov.uk;

"LSC Unified Contract" means a LSC contract known as a unified contract (or, where applicable, any successor contract which replaces the unified contract) with us in respect of civil contract work;

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

"Not For Profit Organisation" means a Provider 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 Manual" means the manual required under G4 of the SQM;

"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 Provider that is a firm of solicitors, the Solicitors Regulation Authority) which is responsible for regulating or disciplining, you or your personnel; or
- (ii) the LSC'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 LSC's Investigation Section into suspected serious breaches of this Contract;

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

"Parent Company" means (where applicable) 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);

"Performance Standards" means the performance standards set out in paragraph 5 of the Schedule;

"Prison" means a prison establishment that is listed in Clause 3.1 of your Contract for Signature;

"Processing" has the meaning given to it under the Data Protection Act 1998 and *"Processed"* and *"Process"* shall be construed accordingly;

"Provider" means a party (except us) to a Contract with us substantially in the same form as this Contract, for the provision of the Services;

"Provisional SQM Holder" means an organisation which has applied for (but has not yet been granted) an SQM in relation to Contract Work and which has passed a Desktop Audit in relation to Contract Work;

"Provisional Provider" means a Provider or Provisional SQM Holder 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;

"Relationship Manager" means a person nominated by us to liaise with a Provider 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) adviceUK, (d) the Law Centres Federation, (e) Dial U.K, (f) Shelter or (g) Citizens Advice and/or (h) such other body or organisation as we recognise as a Relevant Professional Body;

"Replacement Provider" means any replacement Provider appointed by us to provide services the same as or similar to Contract Work carried out by you prior to termination;

"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;

"Request for Information" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"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 Schedule 1 to the Contract Standard Terms;

"Shared Data" means the Personal Data Processed in connection with the performance of this Contract by the Provider in respect of which the Provider and LCS are Data Controllers "in common" or the Provider is Data Controller "alone" for the purposes of the Data Protection Act 1998, which will be transferred from the Provider to LSC or which LSC is entitled to request in accordance with this Contract.

"Solicitor" means a solicitor of the Supreme Court;

"Specialist Quality Mark" and *"SQM"* means the Q.A. Standard published by us, as amended by us (provided that any changes made by us shall only 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 12);

"Substantive Obligations" means the substantive obligations set out in paragraph 5 of Schedule 1;

"Supervisor" means a member of your personnel who meets the SQM supervisor requirements and who is approved as such in accordance with the Approved Personnel, Front Line Advisers and Supervisors Annex (Annex C);

"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).

- 1.2 Clause and paragraph headings in this Contract are inserted for convenience only and do not affect its interpretation.

- 1.3 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.
- 1.4 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.
- 1.5 References to "approval" mean approval as provided by this Contract or, if no express provision is made by this Contract, to approval in writing.
- 1.6 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.
- 1.7 References to "direction" mean direction as provided by this Contract or, if no express provision is made by this Contract, to direction in writing.
- 1.8 References to "notifying", "notification" or "notice" mean notifying, notification or notice as provided by this Contract.
- 1.9 References to "audit" and "auditing" include any information-seeking activity e.g. enquiry, investigation, verification, check, evaluation, assessment and question.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 Any obligation on you to keep records, data or information includes the obligation to keep them up-to-date and accessible by us.
- 1.15 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.
- 1.16 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.

- 1.17 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.
- 1.18 Any reference to this Contract, or any part of it, expiring means expiring by effluxion of time (and "expiry" has the associated meaning).
- 1.19 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).
- 1.20 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.
- 1.21 Any obligation to send materials e.g. documents includes the obligation to pay the cost of doing so.
- 1.22 Any references to part of this Contract terminating mean terminating rights or authorities under it.
- 1.23 References to "company" include, except where the context requires otherwise, a limited liability partnership.
- 1.24 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 written 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.
- 1.25 References to "partner" include a person held out as a partner of a partnership.
- 1.26 References to a "director" include a "Member (LLP)", except where the context requires otherwise.
- 1.27 References to amending documents include e.g. adding to them, deleting from them and modifying them.
- 1.28 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.
- 1.29 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.

2. Relationship

Value for money and good faith

- 2.1 In funding services as part of the Community Legal Service and Criminal Defence 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/Family Members, you and we agree to work together in mutual trust and co-operation to achieve this aim.
- 2.2 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?

- 2.3 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).
- 2.4 We shall not incur any contractual liability to any Client/Family Member, 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?

- 2.5 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.

Does this Contract create any third party rights?

- 2.6 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?

- 3.1 You must nominate a member of your personnel as your Liaison Manager to liaise with us, and we will nominate an Account Manager or Relationship Manager to liaise with you about this Contract.
- 3.2 You and we will communicate with each other in a polite and professional manner.
- 3.3 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.
- 3.4 You must have access to our website (www.legalservices.gov.uk) in order to make transactions and Claims etc.

4. Financial disclosure and risk

Must you have audited, or certified, accounts?

- 4.1 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?

- 4.2 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, including for the avoidance of doubt your monthly management accounts, if:
- (a) you are under Official Investigation;
 - (b) an independent accountant does not audit or certify your accounts as required by Clause 4.1;
 - (c) an independent accountant either refuses to certify your accounts or qualifies them; or
 - (d) your financial position is such that we consider that there is a significant risk to your Clients/Family Members or public funds; or
 - (e) we have any reasonable concerns about your financial position.

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

- 4.3 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 guarantees and indemnities in such form as we may reasonably request from the ultimate owners of your organisation and/or such persons as we might reasonably regard as being controllers and/or senior managers of your organisation.

5. Equality and diversity

Our obligations

5.1 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

5.2 To help us to comply with our statutory obligations, you must comply with the requirements of the Equality and Diversity Annex (Annex A).

5.3 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 Sex Discrimination (Gender Recognition) Regulation;
- (h) the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
- (i) the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2000;
- (j) the Employment Act 2002;
- (k) the Employment Equality (Sexual Orientation) Regulations 2003;
- (l) the Employment Equality (Religion or Belief) Regulations 2003;
- (m) the Gender Recognition Act 2004;
- (n) the Civil Partnership Act 2004;

- (o) the Equality Act 2006;
- (p) the Work and Families Act 2006;
- (q) the Employment Equality (Age) Regulations 2006; and
- (r) any other relevant legislation in force from time to time relating to discrimination in employment and the provision of goods, facilities or services.

- 5.4 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/Family Members and your personnel. This also helps us to make decisions that better take account of any equality and diversity needs of Clients/Family Members and potential Clients/Family Members.
- 5.5 You must collect information about your Clients/Family Members e.g. on gender, ethnicity and disabilities e.g. by completing the Contract Report Forms.
- 5.6 Researchers (normally the Legal Services Research Centre) will contact you annually to ask you to complete an equality and diversity survey. You must cooperate with the Researchers and complete and return to them their survey documents (which are Contract Report Forms) within the period specified by the Researchers.
- 5.7 If you are found by a competent court or tribunal at any time to have unlawfully directly discriminated against any Client/Family Member, this shall be deemed a Fundamental Breach.

6. Logos and marketing

May you use our logos and other intellectual property?

6.1 While this Contract is in force, unless you are a Provisional Provider, you may describe yourself as a Provider 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?

6.2 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).

6.3 You may not provide any money or other gifts to a Client/Family Member.

7. Looking after Clients/Family Members, compliance and self-monitoring

Looking after Clients/Family Members

7.1 You must have the indemnity insurance and the client service and other procedures specified in the Client/Family Member Service Annex (Annex B).

Must you have access to the LSC Manual?

7.2 You may wish to 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?

7.3 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 D).)

What must you comply with?

7.4 You must comply with all relevant legislation (including all Access to Justice Legislation) and with the Contract Documents.

7.5 You must comply with the conduct and practice rules of the Relevant Professional Body e.g. if you are employing solicitors to carry out any of the Contract Work, you must ensure that you are not acting in breach of the Solicitors Code of Conduct 2007 (in this example, you must provide us with a copy of your waiver from the Solicitors Regulation Authority).

7.6 You must comply with the Q.A. Standard specified in your Contract for Signature (except so far as this Contract specifically relieves you of compliance with some or all of it).

How must you record and report data and information?

7.7 You must record and report all data and information required by this Contract promptly and accurately and in accordance with this Contract. Material or repeated failure to do so shall be deemed to be a Fundamental Breach.

Must you monitor your own performance?

7.8 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?

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

8. Demonstrating compliance and co-operating in audits

Are you obliged to demonstrate compliance to us?

- 8.1 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.
- 8.2 You must maintain your Contract Work files in an orderly manner, showing what Contract Work was performed, when it was performed, how it was performed and how long it took 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?

- 8.3 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?

- 8.4 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 facilitate an Official Investigation; and
 - (d) 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'/Family Members' files and Former Clients'/Former Family Members' files, and records of time spent as are held by you electronically (e.g. copy from your I.T. system on disc).

- 8.5 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.
- 8.6 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.

- 8.7 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/Family Member's file) from those premises, unless its removal is required in a Client's/Family Member'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?

- 8.8 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.
- 8.9 Any material or repeated breach by you of any of Clauses 8.2 to 8.7 shall be deemed to be a Fundamental Breach.

Mystery shopping

- 8.10 As part of our assessment of your performance and compliance, our representatives may telephone, visit, or otherwise contact you as if they were Clients/Family Members 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.
- 8.11 When we have evaluated it, we will provide you with the information we obtain from any assessment under Clause 8.10.

Client/Family Member satisfaction surveys

- 8.12 You must permit us to carry out surveys of Clients/Family Members (and Former Clients/Former Family Members) and must provide us with such information as we may require for such purpose.
- 8.13 If you request it, we will provide you with the information we obtain in any of the surveys of Clients/Family Members (and Former Clients/Former Family Members) 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?

- 9.1 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?

- 9.2 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 Contract Work Client/Family Member files for?

- 9.3 Subject to Clause 9.4, you must securely retain all the Contract Work files (including all documents originally placed on the file, and file records) of all Clients/Family Members (including Former Clients/Former Family Members) for whom you have performed work under this Contract 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.

- 9.4 You need not retain closed files (or copies of them) if the Matter or Case has been transferred elsewhere at the Client's/Family Member'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/Family Member 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

- 9.5 If you fail to co-operate, provide access, documents etc as required by Clauses 7, 8 and 9, there is a risk to Clients/Family Members and public monies. In such cases your authority to provide the Services (including for the avoidance of doubt 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?

- 9.6 You must complete, and return to us within such period as we may specify, such Contract Report Forms as we may reasonably specify.

What notice must we give you of changes to Contract Report Forms?

- 9.7 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, Front Line Advisers and Supervisors, standard of Contract Work, Performance Standards and Substantive Obligations**

Who may perform and supervise Contract Work?

- 10.1 Only Front Line Advisers who are Approved Personnel may perform Contract Work. A Supervisor must appropriately supervise all your Contract Work. The Approved Personnel, Supervisor (and supervision) requirements are set out in the Approved Personnel, Front Line Advisers and Supervisors Annex (Annex C).
- 10.2 In the event of any of your Front Line Advisers leaving, you must replace them with Front Line Advisers of broadly equivalent experience and expertise to the Front Line Advisers who have left. The new Front Line Advisers must meet the minimum requirement set out at Paragraph 4 of Annex C and you must ensure the required security vetting is completed for any new Front Line Advisers to be able to access the required Prisons.
- 10.3 In the event of any of your Front Line Advisers leaving, you must ensure that you continue to deliver the Service at the required Prisons.

What standard must your Contract Work meet?

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

Performance Standards and Substantive Obligations

- 10.6 You must meet the Performance Standards and Substantive Obligations as set out in paragraph 5 of the Schedule.

11. **Schedule**

What is the Schedule?

- 11.1 The Schedule sets out the specification for the Services, price and payment provisions, the Performance Standards and the Substantive Obligations.

12. Amendments to Contract Documents

When may we amend the Contract Documents?

12.1 Unless stated to the contrary elsewhere in this Contract, we may only amend the Contract Documents in accordance with this Clause 12.

What if any legislation affects this Contract?

12.2 Subject always to Clause 12.13 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.

12.3 Amendments under Clause 12.2 may include:

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

What amendments may we make to take account of changes in the justice system (including the prison system)?

12.4 From time to time changes may be made to the justice system (including the prison system) which are not initiated or directly controlled by us and which may affect the delivery of Contract Work under this Contract. Such changes may include, but are not limited to, changes in places where Clients are detained or closures of Prisons. Subject always to Clause 12.13, we may make such amendments to the Contract Documents as we reasonably consider necessary to take account of such changes.

When may we make minor amendments to your Contract Documents?

12.5 Subject always to Clause 12.13, 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?

12.6 Subject always to Clause 12.13, we may amend any Contract Document from time to time with your agreement (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 Contract Documents?

- 12.7 We may not amend this Contract under this Clause 12 without prior consultation in accordance with this Clause. For the avoidance of doubt, the provisions of Clauses 12.8 to 12.12 do not apply to any changes made under any other provision of the Contract.
- 12.8 If a proposed amendment affects only one Provider, we will consult with that Provider. Otherwise, we will consult with all of the Providers affected by the proposed amendment.
- 12.9 If we consider that there is an urgent need to make the amendment, the consultation may last no longer than 21 days. Otherwise it may last no longer than six weeks.

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

- 12.10 You must comply with any amendment made in accordance with this Clause 12 from such date as we may specify for it. Subject to Clause 12.11 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.
- 12.11 Amendments made under Clause 12.5 above come into effect from such date as may be agreed with you (such agreement not to be unreasonably withheld or delayed) which may be from the Contract Start Date.

Your right to terminate following an amendment

- 12.12 If you wish to terminate this Contract following an amendment you may do so if you give notice in accordance with Clause 27.2.

Restrictions on our right to amend this Contract

- 12.13 This Clause 12 does not give us the right to propose and we will not propose an amendment to this Contract which:
 - (a) materially changes the nature, scope or scale of this Contract; or
 - (b) if implemented would amount to a breach of the Public Contracts Regulations 2006.

13. Claims

Must you submit Claims to be eligible for payments?

13.1 To be eligible for payment for Contract Work, you must submit a Claim for payment in accordance with the provisions of this Contract and as further provided in Paragraph 3 (Price) and Paragraph 4 (Payment) of the Schedule.

How must you formulate your Claims?

13.2 Your Claims must be true, accurate and reasonable.

Is it important to submit Claims on time?

13.3 It is important that you submit each Claim to us within the time period specified by us in the Schedule otherwise, it can be difficult for us to forecast expenditure. Material or repeated failure to submit Claims within the time periods specified may lead to the issue of Sanctions under Clause 26 and/or termination under Clause 27.

14. Price and how and when we pay you

What is the price?

14.1 The sums we will pay you for the provision of Contract Work by you are set out in Paragraph 3 of the Schedule.

What payments will we make?

14.2 We will make payments to you in accordance with Paragraph 4 of the Schedule.

Do payments include VAT?

14.3 All sums stated in this Contract are exclusive of VAT (unless expressly stated otherwise). If VAT is properly chargeable on any Claim, we will pay VAT on that Claim in addition (unless the relevant amount has been expressly stated to include VAT). 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, subject to you notifying us of such omission within two years of the date when such VAT should have been charged.

14.4 If we request it, you must promptly provide us with the details we specify about any VAT arising under this Contract.

15. **Set off and repayment**

What if you owe us any money?

- 15.1 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 debit note make monies payable by you to us?

- 15.2 We may issue a 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, or other element of the Contract Work, you have breached this Contract and, as a result of the breach, we can demonstrate that we have incurred (or will incur) a financial loss.
- 15.3 An "overpayment or mispayment" under this Clause 15 includes:
- (a) any payment made in error;
 - (b) where payment has been made in respect of a Matter or Case, or other element of the Contract Work, 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.
- 15.4 Any debit note under Clause 15.2 will specify the amount of the overpayment or the financial loss (as the case may be) and how the relevant criterion in Clause 15.2 is met. You shall pay us any amount shown as payable by you to us in a debit note issued under Clause 15.2 by no later than fourteen days after the date of such debit note.
- 15.5 Unless we consider that there is a risk to public funds and subject to you providing us on request with satisfactory documentary evidence supporting your request, we will consider allowing you to make any repayment of more than £1,000 required under this Clause 15 in a reasonable number of instalments provided that repayment must be over the shortest reasonable period and must usually be complete within our current financial year.

16. **Instruction and payment of third parties**

Can you instruct third parties to carry out Contract Work?

- 16.1 You may not instruct any third parties to carry out Contract Work. All Contract Work must be performed by your Front Line Advisers.

17. Referral fees

May you pay referral fees?

17.1 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/Family Member or potential Client/Family Member 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/Family Member or potential Client/Family Member to you.

May you receive referral fees?

17.2 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/Family Member or potential Client/Family Member by you unless the services to be provided pursuant to the referral or introduction are not services for which the Client/Family Member or potential Client/Family Member would be eligible under Access to Justice Act Legislation.

Does a payment raise a presumption?

17.3 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 17.1 or 17.2, 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?

17.4 For the purpose of this Clause 17, payment for Contract Work is not a "payment" or "other benefit".

18. Confidentiality and data protection

Is there any presumption of confidentiality?

- 18.1 The presumption, under this Contract, is that information about you (including as described in Clause 18.10) is not confidential. Therefore, if you wish to assert that specified information about you is confidential and should not be disclosed you 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 18.3 applies or we are allowed to disclose it as provided below.

What information do we intend to publish on our website?

- 18.2 We intend to use our website (www.legalservices.gov.uk) to publish information about you in accordance with Clause 18.10.

What information is not "confidential information"?

- 18.3 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 (including 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/Family Member information?

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

What about information obtained by Researchers?

- 18.5 We shall require any Researchers:

- (a) to comply with all legislation concerning the disclosure of information about your Clients/Family Members or Former Clients/Former Family Members; 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 Access to Justice Legislation or this Contract or in respect of research being carried out on our behalf.

18.6 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/Family Member or Former Client/Former Family Member of yours) or enable any Client/Family Member or Former Client/Former Family Member of yours to be identified (unless the fact that they are a Client/Family Member or Former Client/Former Family Member of yours is already in the public domain).

What information must you keep confidential?

18.7 You must keep strictly confidential all information of a confidential nature concerning the affairs or business of any other Provider (or former Provider) or its Clients/Family Member or Former Clients/Former Family Member 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.

18.8 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 any of your Relevant Professional Bodies or legal advisers, provided you secure from them an agreement to treat it as strictly confidential.

What information must we keep confidential?

18.9 Subject to Clauses 18.3, 18.10 and 18.11, we must keep strictly confidential all information to the extent it is 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 including:

- (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 Service or otherwise);
- (d) the numbers of Matters and Cases that you have started and completed and the numbers of Debt Group Work sessions you have carried out (by Service, Cluster, Prison or otherwise and including dates and duration);

- (e) your performance including information provided or produced in connection with monthly performance review meetings, quarterly review meetings and Client feedback;
- (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?

18.10 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 including the information in Clause 18.9, your name (and if applicable the names of your partners and directors, or sole principal) if this Contract has terminated and if your rights to ask for a formal review under Clause 29 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

18.11 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 (including by the police or by the Solicitors Regulation Authority).

What are your and our Data Protection Act obligations?

18.12 For the purposes of the Data Protection Legislation it is the understanding of the parties that:

- (a) LSC and you are Data Controllers "in common" or "alone" (but not "jointly") in respect of the Shared Data;
- (b) you may be a Data Processor on behalf of Clients/Family Members and Former Clients/Formal Family Members in respect of other Personal Data.

18.13 In respect of the Shared Data:

- (a) you shall be responsible for and shall at all times comply with the Data Controller's obligations under the Data Protection Legislation in respect of Processing carried out in connection with the performance of this Contract, including in respect of the integrity and security of that Data and the transfer of that Data to LSC as envisaged under this Contract;
- (b) LSC shall be responsible for compliance with the Data Protection Legislation in respect of that Shared Data which is actually received and Processed by LSC as a Data Controller;

- (c) it is not expected that either us or you will be responsible under the Data Protection Legislation for a breach of the Data Protection Legislation by the other party.
- 18.14 You shall not Process the Shared Data except as necessary for the performance by you of your obligations under this Contract (including the performance of Contract Work) or as otherwise expressly authorised in writing by the Commission.
- 18.15 You shall perform your obligations under this Contract in such a way that you do not cause us to breach any of our applicable obligations under the Data Protection Legislation.
- 18.16 You shall ensure that you obtain and maintain all consents, licences and registrations required to enable you to provide Personal Data to LSC as envisaged by this Contract, including consents from Clients/Family Members, Former Clients/Former Family Members, and Data Controllers (other than LSC) and such notifications with the Information Commissioner's Office as are required for you to comply with the Data Protection Legislation.
- 18.17 You shall not transfer the Shared Data outside of the EEA without our express prior written approval.
- 18.18 You shall supply originals or copies of the Shared Data to us in accordance with Clause 9.1.
- 18.19 Without prejudice to Clause 18.13(a) you shall take responsibility for:
- (a) preserving the integrity of the Shared Data which is Processed by you and preventing the corruption or loss of such Shared Data;
 - (b) ensuring that up-to-date back-ups of the Shared Data which is in electronic format are stored off-site. You shall ensure that such back-ups are available to us at all times upon request;
 - (c) complying with the Data Security Requirements;
 - (d) ensuring that any system on which you hold any Shared Data, including back-up information, is a secure system that complies with the generally acceptable industry standards, including the Data Security Requirements and you shall provide us with a written description of the technical and organisational methods employed by you for processing such Data (within the timescales required by us) if so requested by us; and
 - (e) taking reasonable steps to ensure the reliability of any of your personnel who have access to such data and ensuring that such personnel are informed of its confidential nature and your obligations under this Clause 18 and comply with those obligations.
- 18.20 If the Shared Data is corrupted, lost or sufficiently degraded as a result of your fault so as to be unusable, we may:
- (a) require you (at your expense) to restore or procure the restoration of Shared Data to the extent and in accordance with our requirements and you shall do so as soon as practicable but not later than seven days from our request; and/or

- (b) restore or procure the restoration of Shared Data ourselves, and you shall repay us any reasonable expenses incurred in doing so to the extent and in accordance with our requirements.
- 18.21 If at any time you suspect or have reason to believe that Shared Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then you shall notify us immediately and inform us of the remedial action that you propose to take.
- 18.22 You will notify us (within five Business Days) if you receive:
 - (a) a complaint relating to our obligations or yours under the Data Protection Legislation in connection with the Shared Data; or
 - (b) a request (other than an access request under section 7 of the Data Protection Act 1998) relating to our Processing under the Data Protection Legislation in connection with the Shared Data.
- 18.23 You will provide us with full cooperation and assistance in relation to any complaint or request made, in respect of Shared Data including by:
 - (a) providing us with full details of the complaint or request if it is received by you;
 - (b) complying with a data subject access request within the relevant timescales set out in the Data Protection Legislation in respect of the Shared Data where you are the Data Controller receiving the request, or where such request is received by us, doing so on our behalf in accordance with our instructions;
 - (c) providing us with any information requested by us.
- 18.24 You shall in relation to Personal Data of which LSC is the Data Controller and you are the Data Processor:
 - (a) Process such Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by us to you during the Term);
 - (b) implement such technical and organisational measures as are required to enable you to Process such Data in compliance with obligations equivalent to those imposed on us by the Seventh Principle of the Data Protection Act 1998 and to protect such Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected.
- 18.25 Without prejudice to Clause 4.3 and Clause 20, you 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 (directly or indirectly) of your failure to comply with Clauses 18.12 to 18.26.

How do we each deal with our obligations under the FOIA?

- 18.26 You acknowledge that we are subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and cooperate with us to enable us to comply with our Information disclosure obligations.
- 18.27 You shall:
- (a) transfer to us all Requests for Information that you receive as soon as practicable and in any event within two Business Days of receiving a Request for Information;
 - (b) provide us with a copy of all Information in your possession, or power in the form that we require within five Business Days (or such other period as we may specify) of the request; and
 - (c) provide all necessary assistance as reasonably requested by us to enable us to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 18.28 We shall be responsible for determining in our absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is commercially sensitive or otherwise exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 18.29 In no event shall you respond directly to a Request for Information unless expressly authorised to do so by us.
- 18.30 You acknowledge that (notwithstanding the provisions of this Clause) we may, acting in accordance with the code of practice on the discharge of the functions of public authorities issued under section 45 of FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning you or the Contract Work:
- (a) in certain circumstances without consulting you; or
 - (b) following consultation with you;
 - (c) provided always that where this Clause applies we shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give you advance notice, or failing that, to draw the disclosure to your attention after any such disclosure.
- 18.31 You shall ensure that all Information is retained for disclosure in accordance with Clause 9 and shall permit us to inspect such records as requested from time to time.

19. Warranties

What warranties do you give?

- 19.1 You warrant that, to the best of your knowledge and belief:
- (a) all information provided to us in seeking to become a Provider 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; and
 - (e) you have the full capacity and authority to enter into this Contract and perform your obligations under this Contract.

What warranties do we give?

- 19.2 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 Provider 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.
- 19.3 Both you and we are entitled to rely upon, and are deemed to have relied upon, the information referred to in Clauses 19.1 or 19.2.

20. Indemnity

What indemnity must you give us?

- 20.1 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?

- 20.2 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.
- 20.3 If any third party makes a claim against, or notifies an intention to make a claim against, us or if other circumstances arise which we may reasonably consider as being likely to give rise to a liability under the indemnity in Clause 20.1, we shall:
- (a) as soon as reasonably practicable give written notice of that matter or those circumstances to you, specifying in reasonable detail the nature of the relevant claim;
 - (b) (if so requested by you and at your expense and if we are properly able to do so) give you and your professional advisors copies of any relevant documents or records within our power or control; and
 - (c) take reasonable account of any suggestions made by you in relation to the relevant claim.

21. Giving notices

How can notice be given?

21.1 Subject to Clause 21.8, 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) sent by email; or
- (d) sent by document exchange (DX), by pre-paid first-class post, recorded delivery or registered post.

21.2 Subject to Clause 21.8, 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;
- (b) in the case of fax or email, at the time of transmission; or
- (c) in the case of document exchange (DX), pre-paid first-class post, recorded delivery or registered post, 48 hours from the date of posting;

provided that if deemed receipt under this Clause would otherwise occur 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.

If we give notice of a Sanction or of any amendment to the Contract Documents by email we will send a confirmatory copy by document exchange (DX), by pre-paid first class post or by personal delivery before the end of the next business day.

21.3 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;
- (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.

21.4 For the purposes of this Clause 21:

- (a) your designated fax number, designated email address, designated document exchange (DX) number and designated postal address are as specified in the Contract for Signature (unless you have notified us otherwise); 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 Account or Relationship Manager at their 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?

21.5 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?

21.6 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?

21.7 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?

21.8 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 sending you notice of the fact of the amendment in accordance with Clause 21.1.

22. Things you must tell us about

Do you have to tell us of material constitutional changes?

22.1 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) any change in the identity of any of your Key Personnel or Front Line Advisers;
- (b) 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;
- (c) if you are a sole principal (sole trader), any creation of a partnership;
- (d) 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;
- (e) any change in your legal status e.g. to a limited liability partnership or company (incorporated practice) from a partnership; or
- (f) any sale, merger, acquisition, or transfer of, or by, you.

Constitutional statements

22.2 Without prejudice to the generality of your obligations under Clause 22.1, 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 22.1 that have occurred (with the dates they occurred) and of any novation pursuant to Clause 23 and such other, similar information as we may require.

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

22.3 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?

22.4 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

22.5 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.

22.6 You must notify us immediately if there is an intervention by the Solicitors Regulation Authority 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

22.7 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?

22.8 You must notify us, within 21 days of 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?

22.9 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 22, material alterations include any decision (temporarily or permanently) to stop providing, or reduce your provision of Contract Work, or any fundamental change in your management.

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

22.10 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?

22.11 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?

22.12 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?

22.13 If you have any reasonable doubt as to whether a particular event is covered by this Clause 22, you must notify us of the event in question before or within 14 days of its happening.

23. Novations

Sole principals and partnerships - novations

- 23.1 Subject to Clause 23.3, if you are a 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 23.4. This Clause 23.1 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.
- 23.2 Subject to Clause 23.3, if a competent court or tribunal does not accept Clause 23.1 as novating this Contract, it shall be novated pursuant to this Clause 23.2. The novation shall be on the terms set out in Clause 23.2 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 22.1 (c) (d) (e) or (f) have occurred?

- 23.3 If any of the events specified in Clause 22.1 (c), (d), (e) or (f) has occurred, this Contract shall not be novated under Clauses 23.1 or 23.2 and is incapable of being novated without our signed, express consent.

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

- 23.4 Any novation under Clauses 23.1 or 23.2 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 for any debt or obligation provided that we may not recover the same debt from both the old firm and the new firm;

- (f) without prejudice to the generality of Clauses 23.4(c) and 23.4(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 23.4(e) or this Clause 23.4(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, 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.
- 23.5 Notwithstanding the novation of this Contract pursuant to Clause 23.1 or 23.2, 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.
- 23.6 If any of the events specified in Clause 22.1 (c), (d), (e) or (f) 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.
- 23.7 We will not agree to enter into a novation agreement under Clause 23.6 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/Family Members, 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.
- 23.8 If any of the events specified in Clause 22.1(f) has occurred, we will not enter into a novation agreement under Clause 23.6 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.

24. Prohibited gifts, fraud and unethical behaviour

No bribery or collusion

- 24.1 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.
- 24.2 When bidding, or applying for, a contract with us, or for authority to perform work, or for an allocation of 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.

What must you do?

- 24.3 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?

- 24.4 Any breach of Clause 24.1, 24.2 or 24.3 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.

25. General

Entire agreement

- 25.1 This Contract (together with the appropriate sections of any documents that are referred to in it (as they may be amended where applicable)) represents the entire agreement and understanding between the parties in connection with its subject matter. 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.
- 25.2 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 Contract). 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?

- 25.3 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.
- 25.4 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.
- 25.5 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?

- 25.6 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 acts
- except any fire, flood or criminal act caused or committed by any member of the affected party's personnel.
- 25.7 If any cause within Clause 25.6 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.

- 25.8 If the circumstances described in Clause 25.6 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).
- 25.9 Any notice under Clause 25.8 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 25.8.

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

- 25.10 Subject to Clauses 25.11 and 25.12, if any term of this Contract is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, or if the inclusion of any term is held by any such authority to be in breach of those rules relating to the procurement of contracts by the public sector, the other terms of this Contract and the remainder of the affected term so far as practicable shall continue to be valid and enforceable.
- 25.11 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 Providers, 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 Providers 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, or terminating specified powers, rights and authorities to perform Contract Work under it.
- 25.12 If, in your reasonable opinion, the effect of Clause 25.11 (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 either immediately or on the expiry of such other period of notice as you may specify.

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

- 25.13 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?

- 25.14 Without limiting the provisions of Clause 18, 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?

- 25.15 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/Family Members or Former Clients/Former Family Members?

- 25.16 You must not claim or seek to claim any payment from any Client/Family Member, or Former Client/Former Family Member, for any Contract Work or for any work that was performed in your or your Client's/Family Member's, or Former Client's/Former Family Member's, reasonable belief that it was Contract Work.

Who has rights in work and files?

- 25.17 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.
- 25.18 All rights, which are not exclusively Clients'/Family Members' or Former Clients'/Former Clients' (or other parties') rights, in any product of Contract Work performed by you, any legal (or other) research or other legal work and in any information gathered by you in performing Contract Work and in any documents relating to Contract Work, vest in you, but we shall have a licence 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 you and to the extent that such use does not violate any confidentiality restrictions. This licence 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?

- 25.19 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?

- 25.20 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?

- 25.21 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/Family Members and Former Clients/Former Family Members. It also includes, occasionally, discussing with the Researchers issues relating to the operation of this Contract.
- 25.22 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.

Are we authorised by you to obtain a Report?

- 25.23 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.

26. Sanctions

When may we apply the sanctions in this Clause?

26.1 We may apply any of the Sanctions in this Clause 26 if:

- (a) you have materially or persistently breached this Contract or any other agreement between you and us from time to time; or
- (b) we are entitled to suspend or terminate this Contract or any other agreement between you and us from time to time.

26.2 In addition

- (a) we may apply any one or more of the Sanctions referred to in Clauses 26.6, 26.7 and 26.11 if you are under Official Investigation;
- (b) we may apply the Sanction referred to in Clause 26.6 if your financial situation is such that we reasonably consider there is a significant risk to Clients/Family Members or to public funds; and/or
- (c) we may apply the Sanction referred to in Clause 26.11 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.

26.3 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?

26.4 We may by written notice bar you from performing Contract Work in specified Services and/or imposing restrictions on the Contract Work that you may perform.

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

26.5 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?

26.6 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?

26.7 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?

26.8 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'/Family Members' 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:

- (d) a Supervisor; or
- (e) Approved Personnel; or
- (f) a Front Line Adviser

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

26.9 Clause 26.8 applies even if the relevant circumstances occurred before the person concerned became a member of your personnel.

26.10 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 or Front Line Advisers.

Sanction No. 6 - May we prohibit you from holding yourself out as a Provider?

26.11 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 Provider, for a specified period.

27. How this Contract can be ended

No fault termination by either party

- 27.1 You may, at any time, serve no less than three months' notice on us terminating this Contract.
- 27.2 If we amend this Contract at any time under Clause 12, 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.
- 27.3 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 specified Services in a specified Prison or Cluster (and may amend this Contract accordingly).

When will this Contract terminate automatically?

- 27.4 If, after you have signed this Contract, but before the Contract Start Date, 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.

When will this Contract terminate immediately?

- 27.5 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?

- 27.6 Any material breach of Clause 19.1 or 19.2 (warranties) by one party to this Contract entitles the other party:
- (a) where the information related either to becoming a Provider 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?

- 27.7 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 reasonably consider that termination is required to protect Clients/Family Members or us from possible serious harm or to protect public funds or Clients'/Family Members' 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 reasonably consider that we or Clients/Family Members are at significant 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) you have committed a Fundamental Breach;
- (g) 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);
- (h) if any LSC Unified Contract to which you are a party is terminated as a result of your breach of its terms; or
- (i) if you have failed to meet a condition specified by us in your Contract for Signature by the date specified in your Contract for Signature for such condition to be completed.

When might we terminate after a previous notice?

- 27.8 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.
- 27.9 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.
- 27.10 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?

- 27.11 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.
- 27.12 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 27.6 to 27.13 (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.

Are the termination rights set out in this Clause 27 exhaustive?

27.13 The express rights to terminate this Contract do not limit any common law rights which either party may have to terminate this Contract in the event of breach by the other party.

28. Consequences of termination

What about Clients/Family Members and Contract Work files?

28.1 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/Family Members who will be affected by that, take all reasonable steps to protect them and their rights, and provide them with information about other Providers 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?

28.2 Subject to Clause 28.10, 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 Provider.

28.3 Subject to Clause 28.10, when any authority to perform Contract Work (including in respect of a specified Service, or at any Prison or Cluster) ends, you must immediately stop all Contract Work in the relevant Service, or at the relevant Prison or Cluster and must immediately stop holding yourself out as able to perform it.

28.4 Subject to Clauses 28.8, 28.9 and 28.10, when this Contract ends, our obligation to make payments to you under it ceases.

What happens to overpayments and if this Contract ends?

28.5 When this Contract ends all "overpayments and mispayments" (as described in Clause 15) become repayable to us.

28.6 When any authority to perform Contract Work ends all "overpayments and mispayments" (as described in Clause 15) become repayable to us.

What about work in progress?

28.7 When this Contract ends or your right to perform Contract Work in respect of a specified Service, or at any Prison or Cluster, ends you must immediately send us such Contract Report as we may require and Claims for all Services (including for the avoidance of doubt, Claims for follow up work in respect of Matters and Cases).

What about existing rights?

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

28.9 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 TUPE?

28.10 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 and timetable in Clause 12.

28.11 At any point within the period of 12 months immediately preceding the termination of this Contract or part of it or following the service of a notice under Clause 26 you shall, on receiving a request from us or any Replacement Provider, supply us and any Replacement Provider with a list which contains, in respect of any person engaged or employed by you in the provision of the Services ("the **Employees**"), full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other conditions affecting each of those Employees:

- (a) you shall provide such information promptly and at no cost to us or any Replacement Provider;
- (b) notify us and any Replacement Provider forthwith in writing of any material changes to such information promptly as and when such changes arise;
- (c) not make any material increase or decrease in the number of Employees;
- (d) not make any increase in the remuneration or other change in the terms and conditions of the Employees other than in the ordinary course of business and with our or any Replacement Provider's prior written consent; and
- (e) not transfer any of the Employees to another part of your business or move other employees from elsewhere in your business who have not previously been employed or engaged in providing the Services to provide the Services save with our or any Replacement Provider's prior written consent.

28.12 Without prejudice to Clause 28.10 you shall procure and shall provide Employee Liability Information to us or any Replacement Provider at our or the Replacement Provider's reasonable request and shall warrant at the time of providing such Employee Liability Information, that such information is accurate and that it will be updated to take account of any changes to such information as is required by TUPE.

28.13 You shall and shall keep us indemnified in full against all Direct Losses arising from any claim by any party as a result of you failing to provide or promptly to provide us or the Replacement Provider where reasonably requested with any information described in Clause 28.11 and/or Employee Liability Information or

to provide full information or as a result of any material inaccuracy in or omission from such information and/or Employee Liability Information.

- 28.14 You will be liable for any claims made by or in respect of any of the Employees including in relation to breach of contract, dismissal, discrimination or the application of TUPE and you will indemnify us and any Replacement Provider in this respect.

After termination, may you apply for a new contract?

- 28.15 If we terminate this Contract (except under Clause 27.1 (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.

29. 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?

- 29.1 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.
- 29.2 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 29.5 and/or Clause 29.6, Clause 33.1(b) shall apply after such 28 day period.

What is the formal review procedure for?

- 29.3 The formal review procedure is to enable you to require us to carry out a formal reconsideration of matters within the scope of Clause 29.4

When may you invoke the formal review procedure?

- 29.4 You may invoke the formal review procedure only if:
- (a) we have issued a notice under Clause 26 except, unless we agree otherwise, Clause 26.11 (holding out as a Provider); or
 - (b) we have issued a notice under Clauses 27.6, 27.7, 27.8, 27.9, 27.10, 27.12 or 27.13 or relating to any repayments we may require under Clause 15; or
 - (c) 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 27.8 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?

- 29.5 The following are wholly outside both the formal review procedure set out in this Clause 29 and the provisions of Clause 30:
- (a) decisions on individual Matters or Cases;
 - (b) 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
 - (c) 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) and (b) above.

- 29.6 Decisions of independent committees and other independent third parties exercising any functions in connection with Contract Work are not subject to the formal review procedure - because they are not our decisions.

Must you apply promptly under Clauses 29 and 30?

- 29.7 If you do not pursue your rights under this Clause 29 and Clause 30 as required by this Clause 29 and Clause 30 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?

- 29.8 To invoke the formal review procedure, you must apply to the Legal Director at Legal & Governance Team, 4 Abbey Orchard Street, London SW1P 2BS (DX 328 London Chancery Lane) (or such other address as we may notify to you).
- 29.9 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".
- 29.10 All applications for review must be made
- (a) within 14 days of the date of the decision on the informal reconsideration under Clause 29.1 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 29.4; and
 - (c) if you, acting reasonably, regard the matter as urgent, you must notify us accordingly when instigating the formal review procedure.
- 29.11 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.
- 29.12 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 Relationship Manager, and will notify you and the Relationship Manager accordingly.

The Contract Review Body (CRB)

- 29.13 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 Provider.

- 29.14 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.
- 29.15 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.
- 29.16 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.
- 29.17 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.
- 29.18 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?

- 29.19 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 29.9 and 29.11(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.
- 29.20 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 Clause 29.10, 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 30.
- 29.21 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 Relationship Manager 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?

- 29.22 Our Legal Director or the CRB (as appropriate) will send you and the Relationship Manager written reasons for their determination.

30. **Dispute resolution**

30.1 This Clause 30 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 29; or
- (b) your claim or dispute:
 - (i) does not fall within the formal review procedure; and
 - (ii) is not a matter set out under Clause 29.6; and
 - (iii) you have requested an informal reconsideration but disagree with the outcome or have not been advised of the outcome within the 28 day period set out at Clause 29.2 and such dispute or claim continues in relation to this Contract.

Any Formal Dispute will be dealt with in accordance with this Clause 30.

Mediation

30.2 You and we may agree to refer a Formal Dispute to mediation.

30.3 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.

30.4 To initiate the mediation either of us will give notice in writing (a 'mediation notice') to the other requesting a mediation. The notice must be given within 14 days of our Legal Director or the CRB's determination under Clause 29 (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 29.11(c), within fourteen days of the expiry of such 28 day period) and a copy should be sent to CEDR.

30.5 The mediation will take place not later than 28 days after the date of the mediation notice.

When are disputes subject to court proceedings?

30.6 You or we may refer a Formal Dispute to be decided by the English courts by issuing and serving on the other a claim form and particulars of claim within the following periods:

- (a) if you and we do not agree to mediation within one year of the determination of our Legal Director or the CRB under Clause 29, (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 29.9, within one year of the expiry of such 28 day period); or
- (b) if you and we agree to mediation but no settlement is reached within 60 days of the appointment of a mediator (whichever is later), or such longer period as you and we may agree.

- 30.7 We each agree that a failure by one of us to issue and serve a claim form and particulars of claim within the period specified by Clause 30.6 means that that party will be debarred from bringing legal proceedings to resolve that dispute.
- 30.8 We each agree that any proceedings will be issued out of the Central London County Court or the Royal Courts of Justice (each a "**Relevant Court**"), as applicable, and thereafter you and we agree not to apply to transfer the proceedings to any other court that is not a Relevant Court. In the event that proceedings are issued out of any court that is not a Relevant Court, the issuing party must immediately apply, at its own cost, for the proceedings to be transferred to a Relevant Court and you and we agree to consent to the transfer of proceedings to a Relevant Court.
- 30.9 Neither of us shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex-parte basis or otherwise as a result of Clauses 30.1 to 30.5, such Clauses not applying in respect of any circumstances where such remedies are sought.
- 30.10 The time limits specified in Clause 30.6 shall not apply to the extent that the relevant dispute relates to the recovery by you or us of payments due to you or us under this Contract.

Annex A - Equality and Diversity Annex
(Clause 5)

General

1. We are committed to promoting equality and tackling discrimination to ensure access to legal services for vulnerable clients and that services take account of the diversity of local populations, without compromising quality of service. We are also committed to promoting equality and contributing to tackling discrimination that creates barriers to career progression within the legal and advice sector. As a provider of legal services you have a key role to play in meeting the diverse needs of the communities that you serve and promoting equality in your workplace. The requirements in this Contract are intended to help you do this.

Duty not to discriminate

2. 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 against, or harass or victimise any person (directly or indirectly) on the grounds of their:
 - (a) race or racial group (including colour, nationality, ethnic or national origins);
 - (b) sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
 - (c) sexual orientation (including civil partnership status)
 - (d) religion or belief;
 - (e) age; or
 - (f) disability.

Equality and Diversity Policy, Training Plan and Communications Plan

3. The requirements in paragraphs 4 to 10 (below) must be in effective operation throughout the term of this Contract. To help you achieve this, the LSC will provide Equality and Diversity Policy Guidance, which we will make available on our website (www.legalservices.gov.uk).
4. You must have a written Equality and Diversity Policy that is available for audit at our request. The purpose of your policy is to set out how you will promote equality and tackle discrimination in your organisation and meet the diverse needs of the clients you serve. In doing so your policy should be relevant to the size and nature of your organisation.
5. As a minimum your Equality and Diversity Policy must include:
 - (a) a commitment to the principles of equality and diversity and to observing legislative requirements;
 - (b) how you will meet the diverse needs of the clients and local community or communities that you serve;

- (c) how you will implement, monitor, evaluate and update the policy;
 - (d) how you intend to ensure equality in relation to your personnel, Clients/Family Members, potential Clients/Family Members and other third parties;
 - (e) how complaints and disciplinary issues are to be dealt with;
 - (f) requirements that no members of your personnel unlawfully discriminate in dealings with other members of your personnel, Clients/Family Members, potential Clients/Family Members or other third parties.
6. These are the minimum requirements that your policy must meet. While you may choose to go beyond the minimum requirements nothing in your policy should be contrary to anything required under this Contract. In particular it must not discriminate on the grounds outlined above, at paragraph 2 above.
7. You must also have:
- an equality and diversity training plan for your personnel; and
 - a communications plan to promote and raise awareness of policies and procedures for ensuring that your services are accessible for people with a disability and meet the foreign language needs of the clients that you serve in your locality.

Further information on the form and content of these plans will be set out in the Equality and Diversity Policy Guidance. These plans may be incorporated into your Equality and Diversity Policy.

8. The Equality and Diversity Policy Guidance will provide guidance on how you should monitor and report on the implementation of the policy and its effectiveness.
9. Where you have responsibility to produce another equal opportunity or equality and diversity policy (for example, under the SQM or by The Law Society or another regulatory body) you may choose to have one policy to meet all of your requirements. You are not required to have a separate policy for the purpose of this Contract as long as it contains the minimum requirements set out in paragraph 5 above.
10. You must review your policies in operation not less than twice a year (and more regularly as appropriate if you identify any non compliance or problem concerning equality and diversity issues with clients or personnel) and take appropriate remedial action if you discover any non-compliance, or if they are failing to achieve their objective. Failure to do so may lead to the issue of a notice and application of a Sanction.

Recommended communications plan provisions

11. The provisions of paragraphs 12 and 14 (below) are not mandatory but we ask you to consider them, given our express commitment in paragraph 1 (above).
12. You could consider expanding your communications plan to outline your approach to managing external relations and communications with the

communities and Clients/Family Members you serve and with minority groups from which potential Clients/Family Members might come.

13. As part of the communications plan you might set out your proposed communication channels, the key messages you propose to communicate and the resources you would use to implement the plan. The plan might also indicate how you would address any feedback from local communities or Clients/Family Members.
14. The plan might cover the communication requirements and access rights of disabled people, the languages spoken by the Client/Family Member base and the needs of people who may have a sensory impairment or learning disability. It could identify methods for measuring and evaluating the effectiveness of communication activities.

Annex B – Client/Family Member Service Annex
(Clause 7)

Clients’/Family Members’ Interests and Independence

1. In performing Contract Work, you must act in the best interests of your Clients/Family Members and be uninfluenced by any factor other than Clients’/Family Members’ (and potential Clients’/Family Members’) best interests and be able to demonstrate to us that there is no risk of this requirement being compromised.
2. To cover circumstances where Clients/Family Members require work carrying out which is outside of the scope of this Contract, you must have procedures promptly to refer them to other providers where you are unable (or cease to be able) to perform that work. For the avoidance of doubt, if you are able to perform that work e.g. under an LSC Unified Contract which you hold, you must do so at the earliest opportunity.

Indemnity Insurance

3. You must have appropriate indemnity insurance. Unless you are a registered charity, this must provide at least the minimum cover required for solicitors in private practice as specified by The Law Society from time to time. If you are a registered charity, this must provide cover of at least £1 million.

Client service, file management and file review procedures

4. You must have client service procedures that ensure that Clients/Family Members are provided with appropriate information at the outset and at appropriate intervals thereafter and which ensure confidentiality.
5. You must have documented file management procedures that meet the objectives of Requirement E1 of the SQM. This does not require you to comply with all the detailed terms of this Requirement.
6. You must have file review procedures that comply precisely with the terms of Requirement E2 of the SQM;
7. You must monitor (and take corrective action where necessary):
 - (a) the quality of your advice to, and other legal work for, Clients/Family Members;
 - (b) the quality of your client service; and
 - (c) Clients’/Family Members’ perceptions of the service they have received from you

and, as part of this monitoring, must undertake periodic Client/Family Member surveys.

8. You must have a procedure for dealing with any Clients’/Family Members’ complaints. This must aim to determine complaints rapidly and fairly and must provide information that you must use to prevent any future similar complaints.

Meeting Clients'/Family Members' needs

9. You must have documented procedures that meet the objectives of Requirement F of the SQM. This does not require you to comply with the detailed terms of the Requirement and you may meet the objective by any means effective to do so.

Commitment to quality – Complaints, Client/Family Member feedback etc

10. You must have documented procedures that meet the objectives of Requirement G of the SQM. This does not require you to comply with the detailed terms of the Requirement and you may meet the objective by any means effective to do so.

Annex C - Approved Personnel, Front Line Advisers and Supervisors Annex
(Clause 10)

Who are Approved Personnel?

1. Subject to paragraphs 7, 8 and 9 below, when this Contract starts, all your personnel (as provided in your Bid Documents) who may, at that date, perform Contract Work are Approved Personnel.
2. Subject to paragraphs 6, 7, 8 and 9 below, any further personnel whom you engage to carry out Contract Work are Approved Personnel,
3. At our request, you must, within five days of that request, deliver to us a Contract Report Form, listing all your personnel and showing Approved Personnel and Front Line Advisers and providing information about their involvement in Contract Work.

Who are Front Line Advisers?

4. All your personnel who meet the minimum requirement of having worked on a minimum of 75 debt cases (generalist and/or specialist) in the previous 12 months may be Front Line Advisers.
5. Only Front Line Advisers may attend Prisons and perform the Debt Advice Surgery, Debt Group Work (and, where applicable, the Family Member Debt Advice) elements of work under this Contract. They are the only members of your personnel permitted to carry out these aspects of Contract Work.

Must any recruitment procedures be followed?

6. Before you engage any new personnel, you must carry out appropriate enquiries to ensure that they are suitable (e.g. where appropriate check the Criminal Records Bureau and The Law Society) and, if they are not suitable, you must not appoint them.

Must Personnel consent to our obtaining status reports?

7. To be approved, your personnel must consent to our obtaining status reports on them e.g. from The Law Society.

When might we not approve personnel or Front Line Advisers?

8. We reserve the right to withhold approval, grant only temporary approval, withdraw approval, and to substitute only qualified approval of any individual members of your personnel. We will not exercise this right unless we reasonably believe that the relevant person is not suitable to perform Contract Work.

Who are not approved personnel?

9. Any individual who is excluded from performing Contract Work by:
 - (a) a contract sanction applied by us; or
 - (b) an order or direction of a court, tribunal, professional body or regulator with power to do so;

cannot become and, on the occurrence of any of the events in (a) or (b) above, ceases to be, Approved Personnel.

What if any Contract Work is performed by other personnel?

10. If personnel, who are not Front Line Advisers who are Approved Personnel, perform any Contract Work, you may not submit a Claim for such work and it is not payable by us.

Personnel structure (family tree)

11. You must have documented procedures that meet the objectives of Requirement C1 of the SQM and which identify who are Approved Personnel. This does not require you to comply with the detailed terms of the Requirement and you may meet the objective by any means effective to do so.

People management

12. You must have documented procedures that meet the objectives of Requirements D1 and D2 of the SQM. This does not require you to comply with the detailed terms of the Requirement and you may meet the objective by any means effective to do so.

Supervisors and supervision

13. You must have a Supervisor that meets the requirements as specified in the Specialist Quality Mark (SQM) in the category of debt and who will supervise the work under the Service and be accessible for advisers to contact when they are providing the Service.
14. You must precisely comply with the Requirements for Supervisors and the Supervisory Role set out in D3 and D4 of the SQM.
15. If any Supervisor ceases to meet the Supervisor requirements or fails to perform their duties as a Supervisor in a timely manner and with all reasonable skill, care and diligence, you must cancel their status as a Supervisor.

Training

16. You must precisely comply with the Requirements for training and individual competence of casework staff set out in D5.1 and D5.3 of the SQM, namely:
 - (a) in each 12 month period, every Front Line Adviser must receive a minimum of six hours' training, of which 50% relates directly to the debt category of law; and
 - (b) every Front Line Adviser must have a professional legal qualification or conduct a minimum of 12 hours' casework per week(or equivalent).

Security checks and entry to the Prisons

17. You agree (and you will ensure that your personnel, Approved Personnel and Front Line Advisers agree) to us and/or the Prisons subjecting your personnel, Approved Personnel and Front Line Advisers to such security checks that we and/or the relevant Prison may require from time to time for the purpose of such personnel being granted access to the relevant Prison.

18. You shall (and you will ensure that your personnel, Approved Personnel and Front Line Advisers shall) comply with the reasonable requests made by the relevant Prison in relation to security, safety and access to the Prisons and the Clients/Family Members including in respect of body searches of personnel, Approved Personnel and Front Line Advisers and providing information to the relevant Prison regarding the health and safety of Clients/Family Members.
19. All advisers providing the Services must have satisfactorily passed the relevant security checks as required by the relevant Prison.

Annex D
(Clause 7)

Monitoring Annex

To reduce unnecessary intrusion into the businesses of Providers, our aim is to work with Providers whom we can rely on to monitor their own performance and compliance effectively and to take effective corrective action where necessary. This will allow us to audit Providers' own records, reducing the need for comprehensive auditing by us, but without limiting, in any way, our contractual rights to do so under this Contract.

You are responsible for your performance under and compliance with this Contract. You must maintain a record of your monitoring of performance and compliance (and of any corrective action and the results of it).

Electronic Supplier Management System

The requirement to have a matter and case management system that is able to interface with our provider management system electronically is set out at clause 7.3 of the Contract Standard Terms. This will facilitate performance and compliance monitoring and help to reduce your Contract administration costs.

Records

Your records for/of Contract Work must include:

- how any Client/Family Member complaints have been handled;
- the results of any Client/Family Member satisfaction surveys;
- the results and reports of any internal (by you) and external (by us or a third party) audits (such as audits of your compliance with the Q.A. Standard by any third party);
- all identified non-compliances and the corrective action taken; and
- details of the operation of your equality and diversity policies, procedures and communications and a candid assessment of their effectiveness;
- such up to date details regarding your organisation and your clients as we may reasonably require;
- a comprehensive record of findings for each file review undertaken;
- results of your review (which must be undertaken at least annually) of all file reviews records and details of action taken to improve performance where negative trends are identified; and
- how you have (in accordance with Clause 7.9 of the Contract Standard Terms) effectively monitored your performance under and in compliance with, this Contract, and the corrective action you have taken (if any).

SCHEDULE 1

1. DEFINITIONS AND BACKGROUND

- 1.1 For the purpose of this Schedule, the following words have the following meanings unless the context requires otherwise:

"Cluster" means one or more Prisons that have been grouped together for the delivery of Services under this Contract;

"Debt Advice Surgery" means limited face-to-face legal advice on debt matters to Clients, and where appropriate their Family Members, plus limited follow up work and associated services;

"Debt Group Work" means working with groups comprised of at a minimum of three Clients to provide legal advice and information that not specific to individual Clients' problems and that is aimed at improving financial literacy and raising awareness of debt, the effects of indebtedness and sources of help in resolving debt problems;

"Effective Referral" means referral of a Client/Family Member by the Provider to another appropriate source of debt advice, legal advice other than debt advice, or non-legal advice which will provide the Client/Family Member with a solution to their problem, including, but not limited to, making an appointment for the Client/Family Member with the new source, handing over the Client's/Family Member's details, together with all relevant instructions taken and all relevant documents (including, without limit, emails and advice given);

"Family Member Debt Advice" means limited face-to-face legal advice on debt matters directly to Family Members at specific named Prisons, plus limited follow up work and associated services;

"Half Day" means attending a Prison for the duration of a morning or an afternoon or an evening to deliver the Service;

"Interpreter" means a competent and experienced interpreter who is provided through a Translation Service and who is able to translate from English into the first language of the relevant Client at a Debt Advice Surgery;

"Service" means one or more of the following: Debt Advice Surgery, Debt Group Work or (in the South West Cluster only) Family Member Debt Advice under the Contract as more particularly specified in the Schedule;

"Translation Service" means any face-to-face or telephone interpretation service which we have given our prior consent for you to use;

"Week" is Monday to Friday, or Monday to Saturday where a Prison is an open prison; and

"Whole Day" means attending a Prison for the duration of a morning and afternoon or an afternoon and evening to deliver the Service.

- 1.2 This Contract is for the provision of face-to-face legal advice in the Debt Category of Law. For the avoidance of doubt, you are only permitted to carry out Contract Work which is within both the scope of:

- o the Debt Category of Law; and

- o the Services.

1.3 For the purposes of this Contract, the Debt Category of Law means legal advice in relation to:

- o the payment of monies due or the enforcement of orders in such proceedings, including those arising out of the occupation of premises but excluding any possession proceedings involving a contested counterclaim and any case where possession is sought on grounds additional to those relating to non-payment of monies due or where the occupant has a defence to possession; and
- o the recovery of possession of premises for failure to make payments due under a mortgage or other charge; and
- o arising out of personal insolvency, including bankruptcy, administration or IVA proceedings whether the client is a creditor or debtor (but, for the avoidance of doubt excluding representation in proceedings against parties in default of a fine or other order in criminal proceedings in the magistrates' court who are at risk of imprisonment).

1.4 The specification for each of the three Services is set out at paragraph 2 below. Clause 3.1 of the Contract for Signature sets out:

- o the Cluster(s);
- o the Prisons;
- o the Services; and
- o any minimum or maximum requirements in respect of those Services

which apply to your particular Contract.

1.5 For the avoidance of doubt, you must deliver the Services through your Front Line Advisers.

1.6 The Prisons will contact you when they have a requirement for you to arrange dates and times at which you will provide a particular Service. It is your responsibility to liaise with the Prisons to ensure that those Services are scheduled and carried out as further provided below and in accordance with the Performance Standards.

2. YOUR OBLIGATIONS

DEBT ADVICE SURGERY

- 2.1 During each Week you will provide a minimum of one Half Day Debt Advice Surgery giving legal advice on debt matters for Clients detained within each Prison in the Cluster unless there is no demand for a Debt Advice Surgery. Additionally you will undertake up to 45 minutes of follow up work for each Client where relevant. Advice jointly with Family Members will be possible where involving Family Members is required to assist with the Client's debt problem and there is no conflict of interest.
- 2.2 For the avoidance of doubt, a fee for follow up work is not claimable for solely undertaking administrative work (such as drafting a client care letter or writing case notes). The fee for follow up work may be claimed only where work is undertaken following a Debt Advice Surgery actively to progress a Client's Case.
- 2.3 Clients will be eligible to receive advice through the Debt Advice Surgery irrespective of the means or the merits of any individual case.
- 2.4 You must liaise with the Prisons to arrange times to provide the Debt Advice Surgery. The Prisons in each Cluster will arrange the practical aspects of Debt Advice Surgeries (e.g. arranging access to the Prison, booking appointments, making an appropriate space available and escorting Clients) and will notify you when they will take place. Where a Debt Advice Surgery will include a Family Member's attendance, the Prison will facilitate this on your request.
- 2.5 There is no maximum number of Debt Advice Surgeries that can be held per week in any one Prison.
- 2.6 You will provide one 45 minute Debt Advice Surgery session per Client, unless a second Debt Advice Surgery session is needed to progress the Client's issue (such as facilitating a joint session with a Family Member or giving the Client the opportunity to collate required documents) and it is not possible to continue the case through alternative funding after the first Debt Advice Surgery session.
- 2.7 You must have processes in place to ensure that the Client does not receive advice through the Service more than once (meaning the two 45 minute Debt Advice Surgeries and 45 minute follow up) on the same legal issue within any six month period.
- 2.8 If a Client still requires advice on a matter beyond the two 45 minute Debt Advice Surgeries and 45 minute follow up, this will be provided either through your resources (i.e. other sources of funding or another LSC contract) or through Effective Referral to another organisation. If it is not possible to find an organisation to take the referral you must inform the Client and close the matter.
- 2.9 Where demand for a Debt Advice Surgery is low, i.e. only one Client in a half day session, you should normally ask the Prison to postpone the surgery until more Clients have requested advice. A low demand surgery should only be operated if the Prison informs you that one of the Clients would otherwise either have been released from custody before the next scheduled Debt Advice Surgery or would have to wait more than 10 Business Days for advice.

DEBT GROUP WORK

- 2.10 During each Week you will provide Half Day Debt Group Work sessions, not exceeding the maximums stated in the table at Clause 3.1 of the Contract for Signature to deliver this Service. You must monitor the number of Debt Group Work sessions delivered to ensure the maximum allowable sessions are not exceeded. For the avoidance of doubt, Debt Group Work may only be provided to Clients and not to Family Members.
- 2.11 Debt Group Work must provide general information and advice to Clients rather than taking action to resolve Clients' individual debt problems. Through Debt Group work sessions you will undertake activities that include, but are not limited to:
- improving financial literacy of Clients
 - raising the awareness of debt,
 - identifying the common causes of debt
 - discussing the effects of indebtedness
 - providing sources of help in resolving debt problems (including self-help, telephone and face to face sources of help).
- 2.12 Clients will be entitled to attend Debt Group Work irrespective of the means or the merits of any individual case and there is no maximum number of Debt Group Work sessions a Client may attend.
- 2.13 When during or after a Debt Group Work session you identify that a Client has a debt problem, where the Client is in agreement, you will request the Prison make an appointment for them to attend a Debt Advice Surgery as described in paragraphs 2.1-2.9.
- 2.14 You must undertake Debt Group Work sessions for a minimum of three Clients and there is no maximum number that can attend. For the avoidance of doubt, you must not provide Debt Group Work sessions for Prison staff or anyone other than those detained in a Prison.
- 2.15 You must liaise with the Prisons to arrange times to provide the Service. The Prisons in each Cluster will arrange the practical aspects of providing the Debt Group Work sessions, for example arranging access to the establishment, booking of appointments, escorting of Clients etc.
- 2.16 Where a Debt Group Work session is booked but subsequently the number of Clients attending drops to one or two, you must request that the session be rescheduled for a future date when the number of Clients booked to attend is at least three unless the Prison provides notification on the same day as the session is to take place in which case you must proceed to provide the session (unless no Clients will be attending).

FAMILY MEMBER DEBT ADVICE – SOUTH WEST ONLY

- 2.17 Each month you will deliver a maximum of one Whole Day Family Member Debt Advice session giving debt advice independently to Family Members who attend specific named Prisons to visit a detained individual.
- 2.18 You will deliver Family Member Debt Advice in each of the following Prisons:

Cluster	Location for Family Member Debt Advice service
Devon	HMP Exeter HMP Channings Wood
Dorset	HMP Dorchester HMP Guys Marsh
Gloucestershire	HMP Gloucester HMP Eastwood Park
Bristol, Wiltshire & Somerset	HMP Bristol HMP Erlestoke

- 2.19 You may provide Family Member Debt Advice to a maximum of one Family Member per detained individual in any six month period. Where a Family Member has also accessed advice jointly with a Client through the Debt Advice Surgery, you cannot also advise through them through a Family Member Debt Advice session.
- 2.20 You must have processes in place to ensure that the Family Member does not receive advice that exceeds the maximum allowable through this Service.
- 2.21 You must liaise with the Prisons to arrange times to provide the Family Member Debt Advice. There will be no appointments for Family Member Debt Advice which will be provided on a drop-in basis. The Prisons in each Cluster will arrange the practical aspects of Family Member Debt Advice and usually Family Member Debt Advice will coincide with family visits.
- 2.22 You will provide Family Members with up to one 45 minute legal advice session during these Family Member Debt Advice sessions, irrespective of their means or the merits of any individual case. Additionally under this Service, you will have an allowance of up to 45 minutes follow up work per Family Member outside the Family Member Debt Advice service.
- 2.23 If a Family Member still requires advice on a matter beyond the 45 minute session and 45 minute follow up, you will provide this either through your resources (i.e. other sources of funding or another LSC contract) or through Effective Referral to another agency or organisation. If it is not possible to find an organisation to take the referral you must inform the Client and close the matter.

MAXIMUMS

- 2.24 Without prejudice to paragraph 2.26, you must not provide any Client (with or without a Family Member) receiving advice through the Debt Advice Surgery with more than 2 x 45 minutes of debt advice at a Debt Advice Surgery and 45 minutes of follow up on the same legal issue in any six month period.
- 2.25 Without prejudice to paragraph 2.26, you may provide Family Member Debt Advice to a maximum of one Family Member per detained individual in any six month period. You must not provide any Family Member receiving advice through Family Member Debt Advice with more than 1 x 45 minutes of debt advice at a Family Member Debt Advice session and 45 minutes of follow up in any six month period.

REFERRALS

- 2.26 Subject to paragraph 2.27, where following a Debt Advice Surgery / Family Member Debt Advice session and any associated follow up work, the Client / Family Member still requires Debt advice or requires legal advice other than Debt advice you must do one of the following:
- subject to paragraph 2.27, continue to advise the Client / Family Member under an LSC Unified Contract if you have one; or
 - continue to advise the Client / Family Member by using other funding or resources available to your organisation without charge to the Client; or
 - with the Client's/Family Member's consent, make an Effective Referral; or
 - if it is not possible to find another source of advice under any of the above (including, without limit, an Effective Referral) inform the Client/Family Member and close the Matter; and
 - in each case (save where a Matter is closed) you must follow up the referral to ensure the Client / Family Member has received the necessary help.
- 2.27 If you hold a LSC Unified Contract you must provide the advice referred to in paragraph 2.26 from within your existing New Matter Start allocation (as defined in the LSC Unified Contract).
- 2.28 You must have an effective and appropriate referral system to make Effective Referrals. This must include a database of locally provided external services and service providers. Where appropriate you must refer Clients/Family Members to:
- Community Legal Advice and other telephone services (eg Consumer Direct) where this is appropriate and acceptable for the Client/Family Member in the circumstances of the case;
 - alternative face to face legal advice providers who hold the CLS Specialist Quality Mark and provide advice in categories of law not provided by the Service (i.e. Welfare Benefits, Housing, Family, Employment, Community Care, Mental Health, Immigration, Education, Clinical Negligence, Actions Against the Police etc., Consumer and General Contract, Personal Injury and Crime);
 - private practice legal advice providers if it is appropriate for the Client/Family Member to pay for the advice required;
 - non-legal advice service providers, where the problem is or has aspects of a non-legal nature (for example a Client/Family Member may be referred to local social or health services for further help).
- 2.29 If as a result of delivering the Service you become aware of issues that appear to be the cause of repeated problems faced by Clients/Family Members, you must identify these issues and inform the Account Manger of these in writing.

LIAISON WITH PRISON STAFF

- 2.30 If you consider that a Client/Family Member is abusing the Services (for instance by repeated visits to Surgeries for the same or similar matters or by being

abusive or otherwise not acting in a way which allows Services to be provided properly) you must inform the Prison staff so that steps can be taken to restrict or prevent the Client's/Family Member's access to the Service.

TECHNICAL REQUIREMENTS

- 2.31 You must have one central telephone number, which will be held by each Prison and us and on which you and your Front Line Advisers will be contactable. This may be a mobile telephone number.

TRANSLATION SERVICE

- 2.32 [Where a Prison has notified you of a Client's requirement for an Interpreter at a Debt Advice Surgery or where, in your reasonable opinion, you will be unable to provide effective advice to a Client without the services of an Interpreter at a Debt Advice Surgery, you must liaise with that Prison and a Translation Service and make the necessary arrangements for an Interpreter to be present when you provide the Debt Advice Surgery to that Client.
- 2.33 Before providing the Service to the Client, you must brief the Interpreter appropriately.
- 2.34 You will pay the Translation Service for the services provided by their Interpreters and reclaim those costs from us and include a copy of the relevant Translation Service invoice with your Claim.
- 2.35 Payment of any Translation Service costs incurred by you will not exceed any maximum rates set by us from time to time unless we have given our prior consent to exceed the limit in particular circumstances.

3. PRICE

The price for the Service is set out in this paragraph 3.

- 3.1 You will be paid:

3.1.1 a fixed payment of £150 per Half Day Prison attendance; and

3.1.2 a fixed payment of £300 for a Whole Day Prison attendance,

in each case excluding VAT but including travel and waiting time and disbursements and your attendance at monthly and quarterly review meetings and associated preparation of Contract Reports.

- 3.2 In addition, you will be paid:

3.2.1 a fixed payment of £30 for up to 45 minute follow up (where relevant), excluding VAT but including travel and waiting time (if any) and disbursements; and

3.2.2 subject to Paragraphs 2.34 and 2.35 of this Schedule, a payment to reimburse you for the costs you have paid for using a Translation Service.

- 3.3 If you are a party to an LSC Unified Contract, where you subsequently undertake Controlled Work (as defined in the LSC Unified Contract) on behalf of a Client/Family Member as a result of delivering the Service, this work will be paid for

under the terms of the LSC Unified Contract Civil Specification (as referred to in the LSC Unified Contract).

3.4 You must submit your Claims to the Account Manager on the form we provide you with for this purpose from time to time. As a minimum, your Claim must include the following information for each Prison (you may also be required to provide additional information as set out in the aforementioned form):

- the Prison attended;
- the dates and duration of the Prison attendance;
- the type of work undertaken at the attendance (i.e. Debt Advice Surgery, Debt Group Work, Family Member Debt Advice);
- numbers of Clients booked to attend (in the case of Debt Advice Surgeries and Debt Group Work);
- the names, prisoner numbers, gender, ethnic origin, disability and dates of birth of all Clients advised or attending Debt Group Work;
- the initials, post code, gender, ethnic origin, disability and dates of birth of any Family Members advised through Family Member Debt Advice;
- in respect of each Client advised, whether a Family Member attended jointly;
- the primary area(s) of debt problem the Client / Family Member is experiencing
- in respect of each Client / Family Member advised, whether any follow up was undertaken, why that work was appropriate and could not have been provided during the relevant surgery;
- in respect of each Client / Family Member, the outcome for the Client / Family Member as a result of receiving the Service, including the levels of debt reduction achieved;
- in respect of each Client / Family Member advised, whether the matter was subject to a referral and if such referral resulted the matter being continued under other funding schemes (including under any LSC Unified Contract) what that scheme is or to where the matter was referred; and
- details of any Client/Family Member who you consider to have been abusing the Services, the nature of that abuse and the date upon which you informed the Prison staff under paragraph 2.30 above.

3.5 If we disagree with any amount Claimed or require any further information (as described further in this paragraph) with respect to any amount Claimed, (for example in our reasonable opinion any follow up was not proper, reasonable or proportionate), we shall notify you of such disagreement or request such further information that is reasonably required by us to validate the Claim within thirty (30) Business Days of it receiving the Claim. Pending the resolution of such matter we shall be entitled to withhold payment of such part of the monies that are in disagreement or subject to further investigation.

4. **PAYMENT**

We will pay you for the Services in accordance with this paragraph 4.

- 4.1 Prior to the 10th day of each month, you must provide your Account Manager or Relationship Manager with the information referred to in paragraph 3.4 for Claims in respect of Services provided in the previous month.
- 4.2 Subject to paragraph 3.5, we will pay you the sums Claimed by BACS on or before the payment dates (which are published on our website at the beginning of each quarter).
- 4.3 The LSC will commit to paying for one Half-Day attendance per week in each Prison in the Cluster (i.e. £150) for the lifetime of the Contract.

5. PERFORMANCE STANDARDS AND SUBSTANTIVE OBLIGATIONS

5.1 This Paragraph 5.1 sets out the Performance Standards and the Substantive Obligations with which the Provider must comply and which in each case will be monitored from the Contract Start Date. Performance Standards numbers 1-6 inclusive will be monitored on a monthly basis in respect of a Provider's performance during the calendar month immediately preceding the month in which the relevant Contract Report is due. Performance Standard 7 will be monitored on a quarterly basis in respect of a Provider's performance during the quarter immediately preceding the month in which the relevant Contract Report is due.

Performance Standards

Performance Standard	Area	Performance standard
1	Number of Clients seen through the Debt Advice Surgery across the Prisons in a Cluster.	As the Prisons in the Clusters are comprised of a range of prison types, we anticipate demand in each Prison in a Cluster will not be uniform. We would anticipate that demand across a Cluster is likely to be high and anticipate a minimum of 9 Clients will receive debt advice through the Debt Advice Surgery each week (where a Family Member attends an appointment with the Client, this should not be counted separately). This requirement will be monitored with the Provider and adjusted after 3 months if required. In monitoring the Provider's compliance with this requirement, we will take account of any failure to comply which is due directly to circumstances outside of the Provider's reasonable control e.g. lock downs or segregation measures imposed by a Prison.
2	Access to Debt Advice Surgery	90% of all Clients should receive an appointment within 10 working days of requesting it.
3	Access to Debt Advice Surgery for Clients referred to from Debt Group Work sessions	90% of Clients referred to the Debt Advice Surgery should receive an appointment within 10 working days of requesting it.
4	Clients who require further assistance beyond the Debt Advice Surgery.	90% of Clients who require follow up work on debt legal matters beyond the Debt Advice Surgery appointments should receive it either from the Service provider or through Effective Referral.
5	Family Members who require further assistance beyond their Family Member Debt Advice session (South West only)	90% of Family Members who require follow up work on debt legal matters beyond the session they attend should receive it either from the Service provider or through Effective Referral.

6	Completion and submission of Contract Reports	Contract Report Forms to be submitted by the 10 th day of each month to the organisation's LSC Account / Relationship Manager.
7	Complaint resolution	<p>In respect of any quarter (the first quarter starting on the Contract Start Date):</p> <p>100% of complaints received are recorded, together with a record of how the complaint was dealt with</p> <p>95% of complaints from Clients / Family Members are resolved internally</p> <p>95% of complaints responded to within 5 working days from the day the complaint is received by the Provider</p> <p>90% of complaints are fully resolved within 28 working days from the day the complaint is received by the Provider</p> <p>Progress of 90% of complaints communicated to prisoners, where appropriate through liaison with Prison staff</p>

Substantive Obligations

Substantive Obligation	Area	Substantive obligation
1	Access to Debt Advice Surgery	To have a process in place by the time the Service is operational to ensure Clients do not receive advice more than once on the same debt issue in any six month period.
2	Family Members who require further assistance beyond their Family Member Debt Advice session (South West only)	<p>To have a process in place by the Contract Start Date to ensure Family Members do not receive advice more once in any six month period.</p> <p>To have in place a process by the time the Service is operational to ensure no more than one Family Member per Client receives advice in any six month period.</p> <p>To have in place a process by the Contract Start Date to ensure Family Members do not receive advice through both Family Member Debt Advice and through attending a Debt Advice Surgery together with a Client.</p>

3	Prevention of legal problems	<p>To identify and address issues that are repeatedly the cause of debt problems for Clients/Family Members.</p> <p>To provide a written report to the LSC Account / Relationship Manager and NOMS each quarter, and to submit that report no later than one week before the quarterly review meeting including:</p> <ul style="list-style-type: none"> • case studies identifying Client/Family Member problems, the work undertaken with the Client/Family Member and the outcome); • summary of Client/Family Member feedback (number of Clients / Family Members sought from and a summary of all views); • trends arising from Service (e.g. common Client/Family Member problems, outcomes, Service uptake, level of debt reduction); and • any quantitative evidence of the Service impacting on levels of re-offending.
4	Completion and submission of Contract Report Forms	<p>To complete Contract Report Forms (templates provided by the LSC) by the 10th day of each month giving details including:</p> <ul style="list-style-type: none"> • the individuals receiving the Service; • the number of sessions (Debt Advice Surgery, Debt Group Work, and in the South West, Family Member Debt Advice); • number of sessions each individual receives; • primary area(s) of debt problem individuals are experiencing; • whether a Family Member attends a Debt Advice Surgery with the Client; • outcome from the service received (e.g. whether resolved through the Service, referral); • Levels of debt reduction achieved.
5	Performance review meetings	<p>To attend and participate in regular performance review meetings arranged by us and conducted by a member of the LSC, and where appropriate, also attended by NOMS representatives. Such meetings will be held as on an "as needed" basis. This may mean they are held less frequently than monthly.</p>

6	Quarterly review meetings	<p>To co-ordinate and facilitate quarterly review meetings with the named Prison contact(s), the LSC Account / Relationship Manager and where appropriate representatives from all Prisons in the Cluster. Meetings should include discussion about</p> <ul style="list-style-type: none"> • any issues about the operation of the service (but not individual cases); • trends identified (as compiled in a report as part of the 'Prevention of legal problems' performance standard); • feedback about the Service (as gathered as part of the 'Client/Family Member feedback' performance standard); • any amendments needed.
7	Client feedback	<p>Client/Family Member feedback gathered on a quarterly basis, including feedback on:</p> <ul style="list-style-type: none"> • Client satisfaction; • Client perception of the quality of advice received (through Debt Advice Surgeries); • Usefulness and suggestions for improvement of Debt Group Work; and • Client perception of the impact of the Service received on their likelihood of re-offending. <p>N.B. providers in the South West should also gather feedback from Family Members receiving advice through the Family Member Debt Advice Service.</p>
8	Marketing and promotion	<p>To undertake marketing and promotion within the Prisons in the Cluster in agreement with the named Prison contact and the LSC Account / Relationship Manager.</p>

5.2 In respect of Performance Standard 1 in the table above, if you, without good reason, fail to provide advice to the required minimum across a Cluster in more than one consecutive month, we will send you a letter notifying you that you have failed to provide the required Service. If you fail to provide advice to the required minimum in the next month, we will send you a further letter notifying you that you have failed to provide the required Service. If you then fail to provide advice to the required minimum in any of the next three months, we shall apply a Sanction(s) in accordance with Clause 26 of the Contract.

5.3 In respect of Performance Standards 2 to 7 and Substantive Obligations 1 – 8 in the tables above, if you fail to meet any Performance Standard or Substantive Obligation within the period specified in the relevant Performance Standard or Substantive Obligation we will write to you requiring you, within 5 Business Days, to produce a detailed action plan which sets out the clear steps you will

take, (including the time period in which you will take those steps) to remedy your failure to comply with the relevant Performance Standard or Substantive Obligation. Such action plan must be agreed by us before you commence the steps set out in the plan. If you do not comply with the aforementioned action plan, we may either require you to re perform the action plan with such amendments to the plan that we agree (including extended timescales), or we may apply Sanction(s) in accordance with Clause 26 of the Contract.