

**Legal Services Commission Unified Contract**  
**Contract for Signature Number <Contract number>**

**Between:**

**The Legal Services Commission** ("we/us") whose head office is at:  
85 GRAY'S INN ROAD, LONDON WC1X 8TX

and

**<Name>** ("you") whose Principal Office is at:  
<address>

**Contract Period**

- 1 This Contract will start on **<start date>**. It will expire on **31 March 2010** unless it is lawfully ended or extended before then.

**Contract Extension**

- 2 We may extend this Contract for up to two years (up to **31 March 2012**). To do so, we must give you notice at least three months before 31 March 2010.

**Contract Documents**

- 3 The terms of this Contract are set out in the Contract Documents. These are:
- (a) this Contract for Signature;
  - (b) the Schedules;
  - (c) the Contract Standard Terms; and
  - (d) the Specification.

**Provisional LSC Partners**

- 4 If you are a Provisional LSC Partner, this Contract will end on the earliest of: (a) the expiry date (above); (b) the anniversary of the start date (above) if, having been given the opportunity to do so, you have not, by then, passed an Initial Audit; or (c) such date as we may specify, if you have failed an Initial Audit. Clause 1 (above) is subject to this Clause 4.

**Signed for us by:**

Name:

Signature:

Status:

**Signed for you by:**

Name:

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

Signature(s):

Status<sup>2</sup>:

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

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

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

**LSC Unified Contract**

**Contract for Signature**

**Annex A - Constitutional Statement and Indemnities**

<b>Legal Entity</b>	<b>Required Information</b>
Sole Principal or Sole Trader	Name of sole principal or trader
Partnership	Names of all partners - denoting equity partners and status of other partners
Limited Liability Partnership (LLP)	Names of all members – denoting designated members
Company	Names of all directors and shareholders (showing numbers of shares held)
Charity or other NfP (not any of above)	Names of all trustees, and all individuals and organisations, with responsibility for finances, direction or control (denoting status)

**LSC Unified Contract**

**Contract for Signature**

**Annex A - Constitutional Statement and Indemnities**

**PERSONAL INDEMNITY AGREEMENT - LLPs**

Between your members (the individual members of the LLP) and us (the LSC)

**LSC Unified Contract and any other current and subsequent contracts for the provision of publicly funded legal services between the LLP and the Commission (“the Contract(s)”)**

**Background**

The Legal Services Commission (“we”) enter into contracts with firms of solicitors and other organisations (“Suppliers”) to secure the provision of publicly funded legal services. Under the terms of the contracts, we may make Payments on Account to Suppliers.

Traditionally, solicitors’ practices have operated as partnerships or sole principals. These legal forms allow us to recover any Payments on Account from the individual partners or sole principals.

Some solicitors’ practices now operate as Limited Liability Partnerships (LLPs). This legal form deprives us of the rights of recovery we would have had if the practices had operated as partnerships or sole principals.

The purpose of this agreement is to ensure that we are in no worse a position in respect of the recovery of payments made than we would have been had the LLP been a partnership or sole principal.

**Terms**

As members of the LLP (“the members”), and in consideration of our doing one or more of the following:

- (a) entering into one or more of the Contract(s) with the LLP;
- (b) novating one or more of the Contract(s) to the LLP;
- (c) making payments under one or more of the Contract(s) to the LLP,

the members jointly and severally agree with us as follows:

1. Under this agreement the members are obliged to ensure that the LLP performs its obligations under the Contract(s) and to pay all monies owing to us under the Contract(s) in the event that the LLP fails to perform those obligations or make those payments.
2. The members unconditionally and irrevocably guarantee to indemnify us within 30 days of a request to do so for any monies owed by the LLP to us under the Contract(s) in the event that the LLP (or any receiver, administrator or similar person appointed for the LLP) fails to make payment of monies owing to us within 30 days of being required to do so by us.
3. This agreement shall not be discharged or modified by any amendment to the terms of the Contract(s), or changes in the extent or nature of the work performed under the Contract(s), or by our allowing the LLP additional time to comply with the Contract(s)

or by any other event except our written confirmation of discharge or modification (see Clause 8 below).

4. The members agree and accept that we may treat them as jointly and severally liable with the LLP instead of merely as the LLP's guarantor.
5. This agreement shall remain in force until the Contract(s) has/have ended or until all the obligations under this agreement have been fully discharged, whichever is the later.
6. Without prejudice to the terms of the Contract(s), the members agree to inform us within 28 days of any change in the membership of the LLP and undertake to ensure that any new member of the LLP signs an agreement with us in this form, and to send it to us.
7. In the event that a member resigns, retires or otherwise departs from the LLP, that member shall cease to be liable under this agreement for any liabilities incurred after the date of their departure, except where they remain employed by the LLP in any capacity (including e.g. as a consultant), in which case this agreement shall continue to have full force and effect unless we expressly agree otherwise in writing.
8. This agreement is executed by the individual members of the LLP in favour of us.
9. We will not unreasonably refuse to discharge this agreement, or to modify its terms, in respect of one or more of the signatories, but such discharge or modification may be subject to reasonable conditions.

Signed: .....  
Name (printed): .....  
Status (printed): .....

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Status (printed): .....

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Name (printed): .....  
Status (printed): .....

Signed: .....  
Name (printed): .....  
Status (printed): .....

***[To be signed by each member of the LLP (all members of the LLP must sign, designated members or not) – add signatures as required]***

**LSC Unified Contract**

**Contract for Signature**

**Annex A - Constitutional Statement and Indemnities**

**PERSONAL INDEMNITY AGREEMENT - COMPANIES**

Between your directors and shareholders and us (the LSC)

**LSC Unified Contract and any other current and subsequent contracts for the provision of publicly funded legal services between the LLP and the Commission (“the Contract(s)”)**

**Background**

The Legal Services Commission (“we”) enter into contracts with firms of solicitors and other organisations (Suppliers”) to secure the provision of publicly funded legal services. Under the terms of the contracts, we may make Payments on Account to Suppliers.

Traditionally, solicitors’ practices have operated as partnerships or sole principals. These legal forms allow us to recover any payments on Account from the individual partners or sole principals.

Some solicitors’ practices now operate as incorporated practices (companies). This legal form deprives us of the rights of recovery we would have had if the practices had operated as partnerships or sole principals.

The purpose of this agreement is to ensure that we are in no worse a position in respect of the recovery of payments made than we would have been had the company been a partnership or sole principal.

**Terms**

As directors or shareholders of the company, and in consideration of our doing one or more of the following:

- (b) entering into one or more of the Contract(s) with the company;
- (b) novating one or more of the Contract(s) to the company;
- (c) making payments under one or more of the Contract(s) to the company,

the directors and shareholders jointly and severally agree with us as follows:

1. Under this agreement the directors and shareholders are obliged to ensure that the company performs its obligations under the Contract(s) and to pay all monies owing to us under the Contract(s) in the event that the company fails to perform those obligations or make those payments.
2. The directors and shareholders unconditionally and irrevocably guarantee to indemnify us within 30 days of a request to do so for any monies owed by the company to us under the Contract(s) in the event that the company (or any receiver, administrator or similar person appointed for the company) fails to make payment of monies owing to us within 30 days of being required to do so by us.
3. This agreement shall not be discharged or modified by any amendment to the terms of the Contract(s), or changes in the extent or nature of the work performed under the Contract(s), or by our allowing the company additional time to comply with the

Contract(s) or by any other event except our written confirmation of discharge or modification (see Clause 8 below).

4. The directors and shareholders agree and accept that we may treat them as jointly and severally liable with the company instead of merely as the company's guarantor.
5. This agreement shall remain in force until the Contract(s) has/have ended or until all the obligations under this agreement have been fully discharged, whichever is the later.
6. Without prejudice to the terms of the Contract(s), the directors and shareholders agree to inform us within 28 days of any change in the membership of the company and undertake to ensure that any new director and any new shareholder of the company signs an agreement with us in this form, and to send it to us.
7. In the event that a director or shareholder resigns, retires or otherwise departs from the company, that director or shareholder shall cease to be liable under this agreement for any liabilities incurred after the date of their departure, except where they remain employed by the company in any capacity (including e.g. as a consultant), in which case this agreement shall continue to have full force and effect unless we expressly agree otherwise in writing.
8. This agreement is executed by the individual directors and shareholders of the company in favour of us.
9. We will not unreasonably refuse to discharge this agreement, or to modify its terms, in respect of one or more of the signatories, but such discharge or modification may be subject to reasonable conditions.

Signed: .....  
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Signed: .....  
Name (printed): .....  
Status (printed): .....

***[To be signed by each director and shareholder of the Company – repeat signature as necessary]***

**LEGAL SERVICES COMMISSION  
PERSONAL INDEMNITY AGREEMENT  
ORGANISATIONS EXCEPT LLPs AND COMPANIES**

**(Largely NfP Organisations)**