

2010 VHCC Contract (for organisations)

Contract For Signature

Contract Number < >

This Contract is made on the _____ day of _____ [date]

The Contract Start Date is [INSERT DATE]

Between:

- (1) Legal Services Commission whose head office is situated at 4 Abbey Orchard Street, London SW1P 2BS ("we/us"); and
- (2) [PROVIDER NAME] ("you") whose principal office is situated at [ADDRESS] (the "VHCC Provider").

BACKGROUND

- (A) We wish to appoint you to provide VHCC Work specified in your agreed Task List. You are willing to provide VHCC Work and to accept such appointment on the terms and conditions of the 2010 VHCC Contract (for organisations).

1. Definitions

- 1.1 Words and expressions defined in the Standard Terms shall have the same meaning when used in this Contract for Signature, unless specified otherwise in clause 1.2.
- 1.2 The following words and expressions shall have the following meanings when used in the 2010 VHCC Contract (for Organisations):

"*Contract Liaison Manager*" has the same meaning as VHCC Supervisor, as defined in the Specification;

"*Contract Start Date*" means the date the Representation Order was granted;

"*Contract Work*" means VHCC Work, as defined in the Specification;

"*Personnel*" means members of your organisation;

"*Relationship Manager*" has the same meaning as VHCC Contract Manager as defined in the Specification;

"*Schedule*" is not defined and is not a Contract Document for the purposes of the VHCC Contract.

2. **Contract Period**

2.1 The Contract Start Date shall be the date recorded above in this Contract for Signature and the Contract Period shall be the period from the Contract Start Date to either (i) the date the final Claim for the VHCC has been paid by the LSC and there is no appeal in respect of the payment; or (ii) the date the final payment is made on the VHCC following any decision made on appeal in respect of payment in accordance with this Contract; or (iii) the date of any decision to reject the appeal in respect of payment is made on the VHCC in accordance with this Contract.

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

3. **Amendments to the Standard Terms for VHCC Providers**

3.1 Clause 1.27 of the Standard Terms in relation to continuity of service shall be deleted.

3.2 Clause 3.7 shall be deleted and replaced with the following:

3.7: Subject to Clause 3.8, all agreements you make with Approved Third Parties, Agents and Counsel in connection with Contract Work must require them to keep accurate records of the time they spend on the work you have appointed them to do and of the work done.

3.3 Clause 7.16(h) in relation to the I.T system shall be deleted.

3.4 Clauses 7.17 and 7.19 in relation to LSC Online shall be deleted.

3.5 Clause 11 in relation to Key Performance Indicators shall be deleted.

3.6 Clause 12.1 is deleted and replaced with the following:

12.1: The Contract Documents, being the documents which form part of this Contract, are listed below. We will provide you with signed copies (which may be an electronic copy) of the Contract for Signature. You hereby acknowledge and agree that you have read and understood the Specification and Standard Terms (each of which are available on our website at www.legalservices.gov.uk). Unless one provision is stated expressly to override, or to be subject to, another then, in the event of any conflict between any of the provisions of the Contract Documents, the conflict will be resolved according to the following order of priority:

(a) the Contract for Signature (including the Annex);

(b) the Specification; and

(c) the Standard Terms;

3.7 Clause 25.3 in respect of termination of the contract by us shall be deleted and replaced with:

25.3 Where 25.4(a), (k) and (l) apply, we may serve a written notice on you terminating this Contract immediately or on the date specified in the notice.

3.8 Insert new Clause 25.4(k) ‘...where in accordance with the rules in the Specification, we have Declassified the VHCC’.

3.9 Insert new Clause 25.4(l) ‘...where in accordance with the rules in the Specification, you transfer the Case to another VHCC Provider’.

3.10 Clause 27.1 of the Standard Terms in relation to Informal reconsideration has been deleted and replaced with the following:

27.1 If you disagree with any action we have taken or not taken, or a decision we have made, under this Contract and the decision does not fall within Paragraph 6.4 of the 2010 VHCC Specification (for Organisations) you must, through your Contract Liaison Manager, provide details of the matter in writing to our Relationship Manager to request an informal reconsideration of the action, inaction or decision. Any such request must be made within 21 days of the action or inaction or the date we notify you of the decision.

4. **Conditions**

4.1 We have granted this Contract on the following conditions:

Condition	To be completed by

We may terminate this Contract pursuant to Clause 25.4(b) of the Standard Terms if you fail to meet any of such conditions.

5. **Annex**

5.1 The Annex to this Contract for Signature sets out information and terms specific to you as at the Contract Start Date. This information may be updated from time to time in accordance with the 2010 VHCC Contract (for organisations), in such case we may issue you with an updated Annex which shall form part of this Contract for Signature.

By signing below, you acknowledge and agree to be bound by the terms of this Contract for Signature and the terms and conditions of the 2010 VHCC Contract (for organisations) which can be found on our website at <http://www.legalservices.gov.uk>, under CDS> [insert]

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

Signed by Date

Status of signatory

Authorised signatory for and on behalf of the Legal Services Commission

Signed by Date

Authorised signatory for and on behalf of [PROVIDER]

Type of organisation¹:

Status of signatory²:

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

² e.g. partner, designated member, director, trustees.

Annex to the Contract for Signature

Issue Number	Date of Issue

A Contact Details

For the purpose of Clause 2.3 of the Standard Terms, as at the Contract Start Date your Contract Liaison Manager is as set out in the table below:

Contract Liaison Manager:	
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For the purpose of Clause 20.5(a) of the Standard Terms, your designated fax number, e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

Fax number:	
E-mail address:	
DX number:	
Postal address:	
Telephone number:	

For the purpose of Clause 2.3 of the Standard Terms, as at the Contract Start Date our Relationship Manager is as set out in the table below:

Relationship Manager	
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For the purpose of Clause 20.5(b) of the Standard Terms, our designated fax number, e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

Fax number:	
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E-mail address:	
DX number:	
Postal address:	
Telephone number:	

B Quality Standard

For the purpose of the Contract, the Quality Standard you must hold is as specified below:

C Classification of VHCC

For the purposes of the Contract, your VHCC has been classified as the following: