

2010 VHCC Contract (for self-employed Advocates)

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].

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 self-employed Advocates).

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 self-employed Advocates):

"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 (including chambers);

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

"You" means the current party to this Contract with us, and where applicable in relation to Clauses 4, 5, 6.7, 7.20, 8.3 "you" includes an obligation to ensure your Chambers or place of work meets the relevant requirements (and "your" has the associated meaning).

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 2.3 in relation to communicating with each other shall be deleted and replaced with the following:

2.3: You will liaise with us about this Contract in relation to VHCC Work and in respect of administrative matters, we may liaise with appropriate members of your chambers (i.e. clerks).

3.3 Clause 2.4 in relation to communicating with each other shall be deleted.

3.4 Clause 2.6 in relation to communicating with each other shall be deleted and replaced with the following:

2.6: Both parties agree that good communication between their personnel is key to the effective operation of this Contract and agree to ensure that their personnel understand this and to ensure your Chambers provides relevant training if they consider it appropriate.

3.5 Clause 3.2(d), 3.3(a), 3.8 in relation to working with agents and third parties shall be deleted.

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

3.7: All agreements you make with 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.

- 3.7 Clauses 4.1 and 4.2 in relation to audited or certified accounts shall be deleted.
- 3.8 Clause 4.3 in relation to financial disclosure shall be deleted and replaced with the following:
- 4.3: You must disclose to us such financial information as we reasonably require about you and about Contract Work (and any other work funded by us) and provide us with any related information that we specify, if:
- (a) you are under Official Investigation;
- (b) your financial position is such that we consider that there is a significant risk to your Client or the Legal Aid Fund;
- (c) we may have any reasonable concerns about your financial position.
- 3.9 Clause 7.5 in relation to indemnity insurance shall be deleted and replaced with the following:
- 7.5: Subject to Clause 7.4, as a minimum, you must have professional indemnity insurance which provides at least the cover required for barristers as specified by the Bar Standards Board (or any replacement body) from time to time.
- 3.10 Clause 7.16(h) in relation to the I.T system shall be deleted.
- 3.11 Clauses 7.17 and 7.19 in relation to LSC Online shall be deleted.
- 3.12 Clause 8.3(h) in relation to records you must maintain shall be deleted.
- 3.13 Clause 10.6 to 10.9 in relation to the Independent Peer Review Process shall be deleted.
- 3.14 Clause 11 in relation to Key Performance Indicators shall be deleted.
- 3.15 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;

3.16 Clause 22 in respect of novations shall be deleted.

3.17 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.

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

3.19 Insert new Clause 25.4(l) ‘...where in accordance with the rules in the Specification, you return the brief’.

3.20 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 self-employed advocates) you must provide details of the matter in writing to our VHCC Contract 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**

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 self-employed Advocates), in such case we may issue you with an updated Annex which shall form part of this Contract for Signature.

By signing the 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 self employed Advocates) which can be found on our website at <http://www.legalservices.gov.uk>, under CDS> [insert]

This Contract is valid only if it is signed by you and 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

Status of signatory

Annex to the Contract for Signature

Issue Number	Date of Issue

A Contact Details

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 VHCC Contract Manager is as set out in the table below:

VHCC Contract Manager	
-----------------------	--

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

B Quality Standard

For the purpose of the Contract, you must be an appropriately qualified and skilled Advocate and must comply with the Relevant Professional Body's code of conduct.