

**2011 Individual Criminal Case (ICC) Contract**  
**(for organisations)**  
**Contract for Signature**

**Contract Number:** \_\_\_\_\_

**Defendant(s) Name(s):** \_\_\_\_\_

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

The Contract Start Date is \_\_\_\_\_

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 "ICC Provider").

**BACKGROUND**

- (A) We wish to appoint you to provide ICC Work. You are willing to provide ICC Work and to accept such appointment on the terms and conditions of the 2010 ICC Contract and the rules set out in the CDS (Funding) Order 2007 (as amended).

**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 ICC Contract:

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

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

"Contract Work" means ICC Work, as defined in the Specification;

"Personnel" means members of your organisation;

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

"Schedule" is not defined and is not a Contract Document for the purposes of the ICC 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 ICC Work 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 ICC Work 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 ICC Work 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 ICC Providers**

3.1 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](http://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;

3.2 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) apply, we may serve a written notice on you terminating this Contract immediately or on the date specified in the notice.

3.3 Insert new Clause 25.4(k) ‘...where in accordance with the rules in the Specification, you transfer the Case to another ICC Provider’.

**4. Conditions**

4.1 We have granted this Contract on the following conditions:

<b>Condition</b>	<b>To be completed by</b>

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 2011 ICC Contract, 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 2011 ICC Contract which can be found on our website at

[http://www.legalservices.gov.uk/criminal/contracting/vhcc\\_accreditation.asp](http://www.legalservices.gov.uk/criminal/contracting/vhcc_accreditation.asp).

*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 organisation<sup>1</sup>:

Status of signatory<sup>2</sup>:

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

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

**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: