

UNIFIED CONTRACT (CRIME) July 2008 APPLICATION FORM B

For new applicants and applicants holding a General Criminal Contract (January 2008) who:

- have undergone significant change to legal composition,
- have changed office location,
- who wish to add an office not previously contracted with the LSC, or
- who have been told by their Regional Office to apply as a new applicant.

All applicants should read the Information For Applicants document prior to completing this form.
This Application Form must be returned to the LSC no later than 16.00 on Friday 2 May 2008.

ONE APPLICATION FORM SHOULD BE COMPLETED PER FIRM / ORGANISATION

Where you have more than one office, all relevant office information (including for your Principal office) should be provided in section 1B below.

Section 1A – Key Information Table (Firm/Organisation Details)

Name of Firm / Organisation: <input style="width: 95%;" type="text"/>	Liaison Manager <input style="width: 95%;" type="text"/>
Postal Address of Principal Office (for Notices etc) (n.b. if you also hold a Unified Contract (Civil) this must be the same Principal Office as designated for that Contract): <input style="width: 95%; height: 40px;" type="text"/>	Designated Telephone Number (for Notices etc) <input style="width: 95%;" type="text"/>
DX Address of Principal Office (for Notices etc): <input style="width: 95%;" type="text"/>	Designated Fax Number (for Notices etc) <input style="width: 95%;" type="text"/>
	Designated Email Address (for Notices etc) <input style="width: 95%;" type="text"/>

Please also complete the Constitutional Statement at the Annex of Section 3

Section 1B – Schedule Offices

(Please include **all** offices from which you wish to conduct Contract Work and for which you require an Office Schedule)

Current LSC Account N ^o . <small>(where applicable)</small>	Office Address	Please indicate Class(es) of work applied for at each office:			
		All Classes ¹	Prison Law (and Assc CLS) Only ²	Appeals & Reviews (and Assc CLS) Only ²	Prison Law and Appeals & Reviews (and Assc CLS) Only ²
Principal Office:	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>
Other Offices:	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>
	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>
	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>

¹ Includes Criminal Investigations, Criminal Proceedings (inc Crown & other relevant Courts) Prison Law, Appeals & Reviews and Associated CLS

² Please note that for Prison Law only and Appeals and Reviews Only, your supervisor must meet the relevant Crime - Prison Law Only or Crime – CCRC Only Supervisor Standard (see SQM Annex A)

Section 1C - Confirmation of Status (please indicate as appropriate)

- a. Please confirm attachment of the following documents, (tick as appropriate) which are explained in full at Section 3.4 in the Information for Applicants and available at www.legalservices.gov.uk CDS> Tenders

If your application for a Unified Contract (Crime) July 2008 includes details of more than one office, you must submit a separate copy of these forms for each office even if this entails some duplication.

<input type="checkbox"/>	QM1 Application Form (SQM)	<input type="checkbox"/>	Franchise Status Enquiry Form (SIF1)
<input type="checkbox"/>	SQM Self Assessment Checklist ³	<input type="checkbox"/>	Supervisor Self Declaration Form ⁴
<input type="checkbox"/>	Status Enquiry Forms (OSS 1,2,3)	<input type="checkbox"/>	Office Manual ⁵

- b. Do you confirm that you have not had an LSC Contract terminated (except under clause 20.2 of the General Criminal Contract in force in October 2007 (termination by us in order to facilitate the tender of the General Criminal Contract (January 08)) within the previous 2 years (1 April 2006 – 1 April 2008). Y N
- c. Where you hold / have held a previous General Criminal Contract, do you confirm that you have not had your Controlled Work Claims Cost Assessed as 'Category 3' for a second consecutive time since 1 April 2006, or, where such an assessment has been made, that:
- a) the period for appealing such an assessment has not expired, or
- b) within that period an appeal has been made but has not been finally determined. Y N
- d. If you have a General Criminal Contract(s) (January 2008), are you applying for a Unified Contract (Crime) July 2008 as a different legal entity from that which holds this Contract(s)? Y N

If "yes"

- (a) please state the name of the predecessor organisation which holds your General Criminal Contract(s) (January 2008);

Name:

- (b) please state whether you wish all rights and liabilities of the predecessor organisation under the General Criminal Contract(s) to transfer to you, if you are awarded a Unified Contract (Crime) July 2008? Y N

³ Please see Section 3.4 of the Information for Applicants for further information, available at www.legalservices.gov.uk CDS> Tenders

⁴ see footnote 3 above

⁵ see footnote 3 above

Section 2 – Application for Duty Solicitor Scheme Slots

1. Completion of Section 2 is entirely optional, but should be completed by all applicants who wish to be allocated slots or included in Panel Lists on Duty Solicitor Schemes from 14 July 2008.
2. Applicants that do not complete this section but meet the requirements for a Unified Contract (Crime) (July 2008) and comply with this process will be awarded a contract but will **not** have any Duty Solicitor slots or be included on Panel lists from 14 July 2008.
3. Any Duty Solicitors required to fulfil the capacity indicated in this Section 2A or 2B do not need to be employed by you at the time of application, but must be in employment by the start of the contract.

To be included on Duty Solicitor rotas, a separate CDS12A (Duty Solicitor Supporting Application Form) must be submitted for each Duty Solicitor to the LSC with this application form by 16.00 on Friday 2 May 2008

2A. Application for Schemes (under the usual eligibility Rules)

In this Section you should apply for Schemes on which you wish your Duty Solicitors to work and for which they are eligible under the rules as published in the Duty Solicitor Arrangements 2008 and any local arrangements as set out in the Schedule of Duty Scheme Rules.

1. An explanation of the Duty Solicitor Schemes, the eligibility rules and the arrangements for allocating slots is set out in the Information for Applicants at Sections 1.3 and 3.3, and within the Schedule of Duty Scheme Rules.
2. Please also state the maximum number of slots your Duty Solicitors are prepared to undertake per month on each Scheme. In accordance with Step 2 of the Four-Step Duty Slot Allocation Procedure, as set out in the Duty Solicitor Arrangements and the Information for Applicants, if it appears to the LSC that there is an inadequate supply of Duty Solicitors on a particular Rota to run that Scheme, the LSC will consider the applications of those who have expressed an interest in appearing on that Rota more frequently.
3. You may only include those solicitors who are eligible to submit current CDS12A Duty Solicitor Supporting Application forms and do so by Friday 2 May 2008. Any solicitors qualifying as Duty Solicitors after this date will be able to service slots allocated to other Duty Solicitors in your firm, or undertake panel and/or back-up calls, but will not be eligible to apply for slots in their own name until the next set of rotas are produced.

Eligible Office from which this Scheme will be covered (as listed in part 1B above)	Scheme Name	Scheme ID Code	No of Solicitors eligible as Duty Sols for this Scheme	Max p/stn slots coverable per month ⁶	Max mags ct slots coverable per month ⁴	Tick for inclusion on Panel only Schemes

⁶ Subject to limited exceptions the LSC shall require Duty Solicitors to serve on both the Police Station and the Magistrates' Court Schemes (see Duty Solicitor Manual Para 4.10), however, where there is insufficient coverage we may offer extra slots up to the maximum indicated in this section (see IFA section 3.3)

Section 3: Legal Services Commission Unified Contract (Crime) July 2008 Contract for Signature

1. By signing below, the organisation named at Section 1 above ("you") makes a binding irrevocable offer to the LSC ("us" or "we") to perform work under the Unified Contract (Crime) July 2008, ("the Contract") from 14 July 2008 (the "Start Date") on the terms stated in paragraph 4 below.
2. We may accept your offer by giving you written notice. If your offer is accepted by us, the Contract will start at 00.01am on 14 July 2008. If you offer to undertake work at more than one office, we may accept your offer only in relation to those office(s) which meet the criteria listed at Section 1C above and issue you a contract covering those offices only. Subject to Clause 5 below, it will expire at midnight on 13 January 2010 (the "Termination Date"), unless it is lawfully ended or extended before then.
3. We may extend the term of the Contract by up to 6 months (up to 14 July 2010). To do so we must give you notice on or before 13 January 2010. The new expiry date will then be substituted for the Termination Date stated in paragraph 2 above.
4. The terms of this Contract are set out in the Contract Documents, which comprise: (a) this Contract for Signature (which incorporates the Key Information Table at Section 1A above and the Constitutional Statement at the Annex); (b) the Schedules; (c) the Standard Terms; and (d) the Specification (which in the case of (c) and (d) may be found on www.legalservices.gov.uk CDS> Tenders.
5. Contracts will not be awarded to organisations that have had their Claims Assessed as "category 3" for a second consecutive time since April 2006, ("the prescribed date"), unless either: (a) the period for appealing the Assessment has yet to expire; or (b) within that period, an appeal has been made but has not been finally determined. If, either before or after the Start Date, your Claims are Assessed as "category 3" for a second, consecutive time since the prescribed date and either you do not appeal the Assessment within the period for doing so, or you appeal unsuccessfully i.e. the Claims remain Assessed as "category 3", this Contract will terminate on such date as we specify. (If the period for appealing the Assessment ends before the Start Date, and you do not appeal within it, this Contract shall not come into force on the Start Date.)
6. If you are a Provisional Supplier, 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 already failed an Initial Audit.
7. You may perform Contract Work in the Class(es) of Work indicated by you in Section 1 of this Application Form unless we inform you on acceptance of your application for this Contract that you are restricted to certain Class(es) of Work.
8. The terms of this Contract shall apply to all Matters and Cases commenced by you on or after 00.01am on 14 July 2008. For the purposes of this paragraph you "commence" a Matter or Case when you first engage in Contract Work for a Client on a new Matter or Case, for example, when you are first contacted by the Defence Solicitor Call Centre on a Matter or you are first asked to act for a Client on a Matter or Case on which you have not acted before. All Matters and Cases commenced before this date shall be governed by the terms of the General Criminal Contract in force up to 13 July 2008.
9. 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 and/or appropriate members of your personnel.
10. It is a condition of this Contract that you meet all requirements set out at Section 1C of the Application Form above and failure to meet these requirements constitutes Fundamental Breach entitling us to treat this Contract as terminated.
11. If your offer is accepted, your monthly payments under Clause 17B of the Contract Standard Terms will be notified to you separately in writing.
12. You must comply with the terms of the SQM while this Contract is in force.
13. Section 1A comprises your Key Information Table which specifies information and terms which apply to you as an organisation and forms part of this Contract for Signature. You must notify us as soon as you know that any information in your Key Information Table has changed. We will issue an amended Key Information Table when any information in it changes.

14. The annex to Section 3 is a Constitutional Statement which forms part of this Contract for Signature. You must notify us as soon as you know that any information in your Constitutional Statement has changed.

15. The definitions set out in the Contract Standard Terms apply to this Contract for Signature.

Signed for the LSC by:

Name:

Signature:

Status:

Date:

Signed for your organisation by:

Name:

Signature:

Status:

[Partner/Principal/Director/Other (please state)]

State type of Organisation: e.g. Partnership, Incorporated Practice,
Limited Liability Partnership

Date:

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. If you are a Solicitors' Chambers, each Solicitors' Chambers Member must sign.

This Contract is valid only if it is signed by one of our Regional Directors or another person with the specific written authority of our Chief Executive.

Annex to Section 3 – Constitutional Statement

Legal Entity	Required Information*	Please Tick as Appropriate
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 (if not any of above)	Names of all trustees, and all individuals and organisations, with responsibility for finances, direction or control (denoting status)	

Required Information*