

Unified Contract (Civil)

General Family services and/or Specialist Family (Public Law Children and/or Domestic Abuse) in the Borough of Basingstoke and Deane.

Open Invitation to Tender to provide General Family services and/or Specialist Family (Public Law Children and/or Domestic Abuse) in the Borough of Basingstoke and Deane – **Invitation to Tender (“ITT”)**

Background

1 The Legal Services Commission (“LSC”)

The LSC is responsible for the provision of civil legal aid in England and Wales. Recipients of legal aid are often vulnerable and socially excluded people who may have a variety of problems in areas such as benefits and tax credits, debt or family. Through the provision of information, advice and legal representation, the LSC helps around two million people each year to get access to justice. Following the publication of our strategy for the Community Legal Service (a network of legal and advice funders and providers across government and the private and voluntary sectors) “Making Legal Rights a Reality” in 2006 provided a renewed focus on access, and has seen the numbers of people helped through early civil legally aided advice rise by more than a third in two years. To ensure that this number continues to increase, the LSC periodically invites tenders from organisations wishing to deliver publicly funded civil legal advice services.

2 Information about the Services for which we are inviting tenders.

(a) What Services are we inviting tenders for?

In July 2008 the LSC invited tenders for the provision of General Family Services and Specialist Family Services in the Basingstoke and Deane Borough Council area. Following that tender the LSC still has “Matter Starts” (see “b” below) available in the Basingstoke and Deane Borough Council area to deliver General Family Services and/or Specialist Family.

We would like to invite organisations to tender to deliver face to face services through the utilization of Matter Starts in General Family services and/or Specialist Family at a basic advice level (“Controlled Work”) in the Basingstoke and Deane Borough Council Area. Successful Applicants will also be authorised to provide representation (known as “Licensed Work”) to clients in all Categories

of Law except Immigration, Clinical Negligence, Personal Injury and Mental Health. Applicants will not be authorised to provide Licensed Work in any case which falls in an overlap between Immigration, Clinical Negligence, Personal Injury Mental Health and another Category of Law (unless the overlap is with Family) or in cases which fall into both the Public Law Category of Law and the Crime Category or in any case concerning civil proceedings under the Proceeds of Crime Act 2002. The July 2008 "Information for Applicants" document provides a useful context and background to this current tender and can be viewed at:

http://www.legalservices.gov.uk/docs/civil_contracting/Reading_Information_for_Applicants.pdf, although this document sets out all the information you need to put in an application.

General Family services – providers will need to have and run their own permanent Office within the Basingstoke and Deane Borough Council area for delivery of the Service and be able to provide the full range of services in the Family Category of Law and across the levels of service from Legal Help to Licensed Work

Specialist Family Domestic Violence and Public Law children. - providers will need to have and run their own permanent Office within the Basingstoke and Deane Borough Council area for delivery of the Service and need to demonstrate that at least one of their advisers has expertise in Public Law Children and/or Domestic Abuse. In addition the organisation must be able to deliver the full range of services in the Family Category of Law at all levels from Legal Help to Licensed Work.

(b) What are "Matter Starts and how will we award them?"

Matter Starts are denoted by the opening of an individual Controlled Work matter for an advice service to be given to eligible clients. Successful Applicants will be awarded a maximum number of Matter Starts in either General Family or Specialist Family or both if they have applied to deliver both services..

If applying for work in General Family Applicants are asked to set out in their Tender Form the minimum and maximum number of Matter Starts they are tendering for. Organisations can only offer to undertake Matter Starts up to the maximum number of Matter Starts (1900) in General Family. There is no maximum number of Matter Starts in Specialist Family. If you tender for a large number of Matter Starts your organisation must ensure it will have the capacity to deliver the number of Matter Starts in the remainder of Contract Year 1 April 2009 – 31 March 2010.

We will endeavour to award you Matter Starts between the minimum and maximum numbers you state in your Tender Form. However, where we have a number of organisations meeting the Essential Criteria in General Family whose

combined total number of Matter Starts exceeds the 1900 available we will award Matter Starts to all those organisations but reduce the number we award to each successful organisation so that they all receive the same number (up to any maximums they have stated).

(c) Who are we looking to contract with?

This invitation is open to all existing legal aid providers, (firms of solicitors, other commercial organisations and Not for Profit advice agencies) and to any new provider that wishes to conduct legally aided family work from their permanent Office within the Basingstoke and Deane Borough Council area.

Successful Applicants must be able to demonstrate that they meet the Essential Criteria in the attached Tender Form.

(d) Contract for the Service

Providers will be awarded a Unified Contract (Civil) which will terminate on 31 March 2010 (subject to our right to extend).

The Unified Contract (Civil) ("Contract") sets out the provisions which will govern the relationship with any provider. All the Contract documentation is available on our website and we would strongly recommend you familiarise yourself with the terms of the Contract prior to tendering for the Service.

(e) Legal Status of Applicants

Whilst we are not specifically seeking to contract with one provider we will only contract with single legal entities for the purposes of providing these face-to-face advice services.

Therefore, should you wish to join up with others it will be necessary to form a new single legal entity to provide the advice services required. This will mean that the single entity will be responsible for ensuring the performance of the provider's obligations under the Contract and that the Client's retainer will always be with the single entity.

Where you wish to join together, we will not require you to do this before putting in your Tender. However, you would need to confirm to us in writing at the time you Tender that this is the case, and confirm that should you be offered a Contract the single legal entity will be in place before the date on which the services commence. The award of a Contract will be conditional upon the single legal entity being in place.

We will also not accept any subcontracting arrangements (e.g. where you will pay another individual (from outside your organisation) or organisation to deliver

part of the service). Instead your organisation must be able to provide all the services you are tendering for, without the need to refer any of these matters or levels of work to other individuals or organisations (although the Contract does permit the use of agent and Approved Representatives in certain circumstances).

(f) Payment

Successful providers will receive Matter Starts entitling them to give legal advice in General Family and/or Specialist Family. The work will be performed subject to the terms and conditions set out in the Contract. Depending on the type of work you will be remunerated through:

Standard fixed fees;
Graduated fixed fees; or
Hourly rates

The Contract Specification and in particular the Payment Annex 2008 set out the particular rate of payment for each work type. The Contract Specification and Payment Annex 2008 can be viewed on our website as follows:
www.legalservices.gov.uk>Community Legal Service (CLS)>Civil Contracts>The Unified Contract (Civil)

(g) Application for the Specialist Quality Mark

It is an Essential Criterion that you hold our quality mark, the SQM. If you are a new provider, or an existing provider applying for a new Category of Law or to deliver services from a new Office, you will need to submit those forms required for you to achieve the SQM qualification. You will need to submit one set of the following SQM documents for each office from which you intend to deliver services:

- QM1;
- SQM Self Assessment Checklist
- Supervisor Declaration Form
- Status Enquiry Form (SIF 1,OSS1,2,3)
- Copy of your Office Manual.

The documents can be downloaded from the LSC website at the following address: http://www.legalservices.gov.uk/civil/forms/specialist_quality_mark.asp

N.B: It will be a condition of any award of contract, that, where it has not already done so, the organisation must pass the desktop stage of the SQM

Family in each Office where the service is to be delivered, prior to the service commencing.

If you are successful in being awarded a contract, between the award and the start of the Service, we will then conduct an internal, paper-based audit of the documents (known as a 'Desktop Audit') and your Office Manual to determine whether to award the SQM. We reserve the right to conduct further enquiries as to suitability, or to audit new contractors within the duration of the Contract, where appropriate.

(h) Service must be up and running within 12 weeks of award of a contract.

It is an Essential Criterion that the Applicant must commence delivering the service within 12 weeks from the date the award of contract is made.

This will be a fundamental condition of any award of contract. If you fail to begin delivering the service within the 12 weeks the condition will not have been met and the Contract will end.

(i) Contracting with current providers for this work

Organisations usually hold only one Unified Contract (Civil) for civil work with the LSC. Consequently, if your Tender is successful, and your organisation already holds a Unified Contract (Civil), your Contract will be amended to include the additional work awarded under this Tender Process. This will be achieved by way of a change to your current Office Schedule or by the award of an additional Office Schedule.

(j) Contracting with new providers for this work

To meet the Essential Criteria, if you do not currently hold a Unified Contract (Civil) you must enclose, with your Tender Form, the required supporting documentation, including your Office Manual, to apply for the Specialist Quality Mark.

(k) No guarantee of work

The award of a Contract does not guarantee that you will get the opportunity to use a minimum number of Matter Starts or undertake Licensed Work. While providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Work is obtained by providers under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them. Providers that are awarded a Unified Contract (Civil) pursuant to this Tender will be authorised to undertake a maximum number of Matter Starts in the period to 31 March 2010 in General Family and/or Specialist Family, subject to any bespoke contracting conditions set out in the Office Schedule to the Contract.

3 The Tender Process

(a) Key date and how to submit your tender

The closing date for submitting tenders is 4 pm on 14 April 2009. Tenders should be sent by hand delivery, recorded delivery, guaranteed post, courier, tracked DX or other form of delivery where proof of delivery is given to you by an independent source. **We must receive tenders by 4 pm on Thursday 14 April 2009. Application is made by submitting the Information, Checklist and Declaration Form and either or both of the Tender Forms as appropriate for the work you are seeking (see Appendix three) to:**

**Linda Shand
Contracts Manager
Legal Services Commission
Dukesbridge House
23 Duke Street
Reading
RG1 4SA**

For the avoidance of doubt it is not a condition of this tender that you may only use hand delivery, recorded delivery/ guaranteed post, courier, tracked DX or other form of delivery where delivery is guaranteed and proof of delivery is given to you by an independent source. If you choose to use ordinary post or any other form of non-guaranteed delivery (except for fax or email which are not permitted under any circumstances) we will consider your application if it arrives before the deadline. However, if it arrives after the deadline or does not arrive at all, any delivery failure will not constitute exceptional circumstances under the Conditions of Tender at 4.1 below.

Faxed or emailed applications will not be accepted and we will not consider any applications submitted to us by these methods.

Tenders will be received any time up to the deadline stated above.

All Tenders, however sent or delivered, must be marked “ Basingstoke and Deane Tender Form”.

Apart from confirming receipt by telephone in response to your enquiry to the Reading office of the LSC, please note that we will not check receipt and/or notify you under any circumstances and it is ultimately your responsibility to take all necessary steps to ensure that your application has arrived before the deadline. Please note that we will not acknowledge receipt of any applications in writing.

(b) Preparation of Tender

Applicants are required to complete and provide all information required by the LSC in accordance with the Conditions of Tender and this Invitation to Tender document ("ITT"). Failure to comply with the Conditions and this ITT may lead the LSC to reject a Tender response.

The LSC relies on applicants' own analysis and review of information provided. Consequently, applicants are solely responsible for obtaining the information which they consider should be submitted in order for the LSC to make decisions regarding the content of their Tenders and to undertake any investigations considered necessary in order to verify any information provided to it during the procurement process.

(c) What documents do you need to prepare your Tender?

Applicants should read this ITT and all relevant documentation carefully before completing the Tender Form. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender. Applicants are advised therefore to acquaint themselves fully with the extent and nature of the services being procured by the LSC and the associated contractual obligations.

If any of the application documents are missing or incomplete the Tender may be rejected prior to assessment.

Responses must be submitted in English and be word-processed for ease of reading.

The extent to which you meet the criteria will be assessed on the basis of the responses you give to the questions set out in the Tender Form.

Please read the criteria carefully and ensure that you address all the points listed in your answers on the Tender Form.

(d) Tender Form/Essential Criteria

To apply, organisations need to complete only one Information, Checklist and Declaration but a tender form for each of the services they are tendering for must be submitted. This means that if you are tendering to deliver General Family Services only you must complete one Information, Checklist and Declaration Form and one READ/001 General Family services in Basingstoke and Deane Form. If you are tendering to deliver Specialist Family services only you must complete one Information, Checklist and Declaration Form and one READ/002 Specialist Family services in Basingstoke and Deane Form. If you are tendering to deliver General Family services and Specialist Family services in

Basingstoke and Deane you must complete one Information, Checklist and Declaration Form and one READ/001 General Family services in Basingstoke and Deane Form and one READ/002 Specialist Family services in Basingstoke and Deane form.

We will rely on the information that you provide on this Tender Form in evaluating the criteria, and it is essential that you complete the Tender Form fully and accurately so that you do not misrepresent your position. We may clarify the information you supply with you, although you should not assume we will do so.

Each of the Tender Forms contains a list of Essential Criteria. Any bid that fails to meet any of these essential requirements will not be considered further. An applicant that meets all of the Essential Criteria will be awarded a Contract. **Please refer to 2 (b) above “What are Matter Starts and how will we award them?”**

(e) Appeals

Where a Tender received by us, is unsuccessful or rejected, applicants will be given written reasons as to why it was unsuccessful or rejected. There will be a right of appeal against a decision by us not to award you a Unified Contract (Civil) or to reject your application if it is incomplete.

The right of appeal applies only in the following circumstances: -

(a) where an application is rejected because it has not been received by the deadline and the failure was the result of “exceptional circumstances” provided for in the Conditions of Tender; and

(b) where the applicant does not meet all of the Essential Criteria.

Appeals should be sent for the attention of Linda Shand within 7 days of receipt of the letter notifying you of the outcome of your application to the following address:

**Contracts Manager
Legal Services Commission
Dukesbridge House
23 Duke Street
Reading
RG1 4SA**

The Legal Director (or the Legal Director’s appointed representative) will review all appeals, and he or she will determine the procedure and will decide whether to invite or require any further information and will notify you accordingly, before making a determination on the appeal.

There will be no further right of appeal.

(f) Questions about this Tender Process

If you have questions you are welcome to ask them up until 4pm on Thursday 2 April 2009. The Reading Office of the LSC will be happy to respond to general questions on the background material on the LSC and the civil contracting scheme.

Questions on information contained in this document or which we consider to be of wider interest will be collated and answered centrally in writing, to ensure that all organisations and interested parties have equal access to the information in the answers. These questions and answers will be published on our website, with final answers published on Monday 6 April 2009. Questions should be directed to Linda Shand at the above address or e mailed to Linda.shand@legalservices.gov.uk

(g) Conditions of the Tender Process and disclosure of information

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details would be disclosed once the process is complete. Where possible, we would consult with you before any disclosure was made. The rules of the tender process (including application rules) contained in this ITT are not legally binding and no contract is formed between applicants and the LSC. However, this ITT, the Tender Form and documents submitted as part of your tender, will form part of the contract for the successful organisation(s).

The Conditions of Tender are set out below and the closing date and time for Tenders to be received by us, is 4 pm on Thursday 14 April 2009.

4 Conditions of Tender

- 1 Tender Forms will be received until 4 p.m. on the closing date 14 April 2009. No Tender Forms will be accepted after this time unless there are exceptional circumstances as defined in condition 2 below. Outside these exceptional circumstances we will not consider any late responses nor will we consider requests for extension of the time or date fixed for the submission of responses.
- 2 "Exceptional circumstances" means a cause which prevents the Applicant from meeting the stated time and date for submission of applications and which is directly attributable to an event or accident which:

(a) was beyond the actual contemplation of the organisation concerned;
(b) would ordinarily be beyond the contemplation of a reasonable organisation; and
(c) the impact of the event or accident on the delay was not attributable to any act or omission of the organisation.

For example, act of God, war or national emergency, acts of terrorism, fire, flood, or storm. For the avoidance of doubt, if you submit your application by ordinary post or ordinary DX or any other method which does not result in proof of delivery, then failure of any of these methods will not constitute “exceptional circumstances”.

- 3 All applications shall be signed by a duly authorised director, partner or designated member of the applicant.
- 4 We reserve the right to amend the Conditions of Tender, the Tender process/procedure and/or the criteria, at any time in writing before or after the application closing date, by giving general notice on our website.

It is the obligation of applicants to make sure that their Tender Form is fully and accurately completed and accompanied by the appropriate documents. We are under no obligation to contact you to clarify your Tender or to obtain missing information or documents. It may not be possible to consider a Tender if incomplete information is given at the time of Tender, or if any particulars and data asked for in the Tender Form are not provided in full.

We reserve the right to take into account any knowledge of an organisation that we may have, but organisations should not assume that any such information will be taken into account and should restate it on their Tender Form if they consider it relevant. For organisations that already hold a Unified Contract (Civil), we may corroborate the information given on your Tender Form with your local LSC office.

- 5 You are required to reply to all questions on the Tender Form, even if you have previously provided this information or if you think we are already aware of it (e.g. if you hold an existing Contract with us). This is to ensure that we can compare each application and applicant in a fair, like-for-like and reasonable manner.
- 6 We may request organisations give additional information/clarification at any time during the Tender process. You should be prepared to discuss any aspect of your response with us.

- 7 In the event that questions and answers are posted on our website during the Tender process (or before) they will not form part of the Contract. Information on errors and omissions may also be posted on the website during the Tender process. Where due notice is given, such information may form part of the Contract.
- 8 After evaluation is complete, we will retain copies of all responses for such time as we consider reasonable to satisfy our audit obligations and for other purposes in accordance with condition 4.19 below.
- 9 We reserve the right to cancel this invitation in its entirety, at any time at our absolute discretion.
- 10 If you are successful your application and any documents submitted as part of the application, may form part of your Unified Contract (Civil).
- 11 Tender Forms are submitted on the conditions stated here (as may be amended). Tender Forms submitted subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
- 12 By submitting a Tender Form, you are agreeing to be bound by the terms and conditions in the Unified Contract (Civil) if you are awarded one.
- 13 The right of appeal for unsuccessful candidates is limited to that set out at 3 (e) above
- 14 Applicants are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the LSC, or any of their advisers, be liable for any costs.
- 15 All intellectual property rights in this document, associated documents, Tender Forms, and Contract Documents are and shall remain our property.
- 16 While we have taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, we do not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based. All information supplied by us to organisations, including that within this document, is subject to organisations' own due diligence. We accept no liability to organisations whatsoever resulting from the use of this document, or any omissions from or deficiencies in this document.

- 17 The award of a Unified Contract (Civil) does not guarantee a minimum amount of Controlled Work. There is no guarantee that providers will receive the number of Matter Starts for which they have applied in their Tender Form. While Providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Providers that are awarded a Unified Contract (Civil) will be authorised to undertake a maximum number of Matter Starts in General Family and/or Specialist Family and subject to any bespoke contracting conditions set out in the Contract's Office Schedule. Beyond this, work is obtained under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them.
- 18 It is your responsibility to obtain at your own expense all additional information necessary for the preparation of your response to the application documents. No claims of insufficient knowledge will be entertained.
- 19 We may use the information included in your response for any reasonable purpose connected with this application exercise.
- 20 Any organisation that directly or indirectly canvasses any employee of the LSC concerning the award of the Contract(s) will be disqualified.
- 21 All organisations are recommended to seek their own financial and legal advice.

Confidentiality and Freedom of Information Act 2000

- 22 Applicants should note that under the Freedom of Information Act 2000 ("the FOIA"), we may be required to disclose details of your application to third parties, either during or after the application process. We can only withhold information where it is covered by a valid exemption as set out in the FOIA.

If you are concerned about possible disclosure you should clearly identify the specific parts of your application and supporting documentation that you consider commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale of that sensitivity.

You should be aware, however, that the receipt by us of information marked 'confidential' does not mean that we accept any duty of confidence in relation to that marking. Neither do we guarantee that

information identified by you will not be disclosed, where the public interest favours disclosure.

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details will be disclosed once the selection process is complete. The rules of the Tender process (including application rules) contained in this document are not legally binding and no contract is formed between applicants and the LSC. However, this document, the Tender Form and documents submitted as part of the Tender, will form part of the Contract for the successful organisations (s).

Definitions

23 When used in this document, the following expressions shall have the meanings set out below.

“Act” means the Access to Justice Act 1999;

“Category of Law” or “Category” or “Category of Work” means a category of law defined in the Funding Code (and which may be described in the Funding Code as an “SQM Category”) and any reference to any Category of Law by name alone e.g. “Family” implies the words “Category of Law” immediately following it;

“Community Legal Service” (or “CLS”) has the meaning given in Section 4 of the Act;

“Contract” means the Unified Contract (Civil) which consists of the all the Contract Documents;

“Contract Documents” means the Unified Contract (Civil) Contract for Signature, Standard Terms, Specification and each Office Schedule;

“Controlled Work” has the meaning defined in the Funding Code;

“Funding Code” means the code published under section 8 of the Act, including its criteria, procedures and guidance;

“Legal Help” has the meaning set out in the Funding Code;

“Licensed Work” means all Civil Contract Work except that which is Controlled Work;

“LSC” means the Legal Services Commission;

“Matter Start” means the start of a Controlled Work matter;

"Office" means your organisation's permanent premises, open to clients from 9am to 5pm Monday to Friday, excluding public holidays, where the majority of your services are accessed, on a face to face basis.

“Office Schedule” means an office schedule issued under the Unified Contract (Civil) specifying the nature of work to be carried out by a provider and the location from which such work may be provided;

"Outreach" means a location (which may not necessarily be your Office) where services are accessed, on a face to face basis, by the client, under a Regular Arrangement;

‘Procurement Area’ means the geographical area in England and Wales designated as procurement area by the LSC.

"Regular Arrangement" means at least one a week. In the case of shared premises, this must be with the formal agreement of the third party who has the right to occupy and deliver services from the premises;

“Service” means the service to which the invitation to tenders relates, to deliver civil legal aid advice under the Unified Contract (Civil);

“Specialist Family” means Public Law Children and Domestic Abuse cases.

“Specialist Quality Mark” or “SQM” means the quality assurance standard published by us from time to time, which all providers must meet to hold a contract with the LSC;

"Specific Location" means the local authority area of Basingstoke and Deane;

“Standard Terms” means the Unified Contract (Civil) Standard Terms

Tender’ means an offer by an organisation to deliver the work contained in an Invitation to Tender;

“Tender Process” means the process contained in this Invitation to Tender setting out how you must submit your Tender;

“Tender Form” means the designated form at Appendix three of this invitation to Tender consisting of the Information, Checklist and Declaration and the Individual tender forms on which applicants must Tender for work;

“Unified Contract (Civil)” means the contract for civil legal aid providers first issued in April 2007.

Appendix One: Background information about civil contracting

A. Funding Code

The Funding Code is the set of rules used to decide which individual cases are to be funded by the LSC as part of the Community Legal Service.

The Funding Code Criteria define what services the LSC will fund, ranging from basic legal advice to representation in court proceedings. Different criteria are set for different types of case according to the Lord Chancellor's priorities.

The Funding Code Procedures set out how the LSC takes decisions about the funding of services as part of the Community Legal Service. For further information see http://www.legalservices.gov.uk/civil/how/funding_code.asp

B. Levels of Funding Available

All civil contract work is either:

- 1 • Controlled Work; or
- 2 • Licensed Work

Controlled Work consists of work classified as advice and assistance to clients. In most categories Controlled Work does not authorise clients to be represented by their legal adviser however, some representation at tribunals is allowed in the Mental Health and Immigration categories.

In non-Family cases there are 3 Levels of Service for Controlled Work:

- 1 • Legal Help
- 2 • Help at Court
- 3 • Controlled Legal Representation (or “CLR”) which is Legal Representation:
 - 0 o Before a Mental Health Review Tribunal;
 - 1 o Before the Asylum and Immigration Tribunal;
 - 2 o Before the High Court in relation to applications under section 103A of the Nationality, Immigration and Asylum Act 2002; or
 - 3 o Provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work.

In Family cases Controlled Work covers:

- 1 • Legal Help
- 2 • Family Help (Lower)
- 3 • Legal Representation provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work

Licensed Work covers all Legal Representation other than CLR or services funded by Individual Case Contracts. In Non Family cases Legal Representation can take the form of either Investigative Help or Full Representation. In Family cases, Licensed Work covers Family Help (Higher) and Legal Representation other than provided by Individual Case Contracts.

The Unified Contract operates as a license for providers to undertake Licensed Work, normally subject to us approving your client's application and subject to any limits we may place on the volume of Licensed Work cases you may start. For Licensed Work most decisions to allow you to take on a case and provide publicly funded services are taken by us through our Wales and Regional Offices, but you may also be devolved important powers such as the power to grant funding yourself in urgent cases.

C. Civil Contracting

The following outline of the civil contracting scheme is intended as a general introduction for new applicants and describes the current scheme and the LSC main Unified Contract (Civil), which underpins the scheme.

The Commission contracts with organisations (referred to as 'Providers') to provide services within the terms of the Unified Contract (Civil), which defines the legal aid work that a provider may undertake for clients.

For Controlled Work the decisions to provide services are generally taken by the Provider on the LSC's behalf, however this is subject to any controls regarding the number of cases a Provider may be authorised to start through the allocation in the Unified Contract (Civil) Office Schedule. Providers generally have the LSC's authority to commence Legal Help and Help at Court Matter Starts without further permission, provided they have sufficient Matter Starts available.

D. The Unified Contract (Civil)

The Unified Contract (Civil) sets out our standard terms, bespoke office schedules (which set out the services which a provider may deliver), the Specification and relevant Quality Mark information. All providers must achieve the Specialist Quality Mark standard in order to contract with the LSC, and

therefore any successful Tenderer who currently does not hold a Unified Contract (Civil) will be awarded a on the condition that these standards are met within a prescribed period.

Structure of the Unified Contract (Civil)

A full copy of the Unified Contract (Civil) can be downloaded from our website at www.legalservices.gov.uk>CLS>TheUnifiedContract Or you can ask your regional office to provide a full copy of the Unified Contract (Civil)

Structure of the Contract	
Contract Document	Main areas
1. Contract for Signature	(a) the parties to the Contract (b) terms on liabilities of parties (c) overall payments
2. Office Schedule/S	We will issue you with Office Schedule/s from the date you commence the contract work. The Office Schedules will set out: (a) The Legal Services you must undertake during each Contract Year (or as pro-rated) and other conditions of the of the Contract (b) Payments and any Performance Standards for that year
3. Standard Terms	These are the LSC's Unified Contract Standard Terms, which cover our relationship with you and apply to all providers.
4. Annexes to the Standard Terms	There are 8 annexes to the Standard Terms which cover: Annex A: Liaison Annex Annex B: Media Annex Annex C: Equality and diversity Annex D: Client Service Annex E: Monitoring Annex Annex F: Approved Personnel and Supervisors Annex Annex G: Key Performance Indicators Annex Annex H: Fundamental Breach Annex
5. Contract Specification	This covers the way you should undertake Specialist/Controlled Work and Representation/Licensed Work for Clients and includes: <ul style="list-style-type: none"> ▪ General Rules (covering all Categories of Law); ▪ Category Specific Rules; ▪ Payment Annex 2007; and ▪ Payment Annex 2008.
6. This document	The requirements set out in this document are terms of this Contract.

7.Your Tender	It is a term of this Contract that you comply with your Tender submitted in response to this document including any Letters of Clarification.
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E. Payment and reconciliation

The remuneration systems and payment rates for work under the Unified Contract (Civil) are set out in the Specification (Payment Annex 2008).

On a monthly basis, providers compile and submit a claim to the LSC detailing the value of cases completed that month. Payment for Controlled work from 1 October 2007 is made through the LSC's Fixed Fee Scheme.

Under the Contract, providers are paid a monthly amount for Controlled Work based on the average value of these monthly claims. This is called the Standard Monthly Payment (SMP).

Licensed Work is paid as providers submit individual claims. The Contract provides for periodic review, or reconciliation, of the Standard Monthly Payment against a provider's individual claiming profile, and the LSC Account Manager looking after the provider may alter the SMP from time to time to ensure payments are kept roughly in line with claims.

Appendix Two - Specialist Quality Mark (SQM) Definition of the Family Category of Law

Family

Previously known as Family/Matrimonial, the title of this SQM category has been changed for ease of reference. In all other respects and in other documentation where reference is made to the Family/Matrimonial SQM category you should read "Family" in the same terms.

SQM Category Definition

1. Legal Help on matters and all proceedings, which arise out of family relationships, including proceedings in which the welfare of children is determined.
2. Also included are Legal Help on Matters and all proceedings under any one or more of the following:
 - (a) The Matrimonial Causes Act 1973;

- (b) The Inheritance (Provision for Family and Dependants) Act 1975;
- (c) The Adoption Act 1976;
- (d) The Domestic Proceedings and Magistrates' Courts Act 1978;
- (e) Part III of the Matrimonial and Family Proceedings Act 1984;
- (f) Parts I to V of the Children Act 1989;
- (g) Part IV of the Family Law Act 1996;
- (h) The inherent jurisdiction of the High Court in relation to children.

3. For the avoidance of doubt, the following matters/proceedings are also included within the SQM category:

- (a) Legal Help in making a will where the client is the parent or guardian of a disabled person who wishes to provide for that person in a will, or of a minor living with the client but not with the other parent, and the client wishes to appoint a guardian for the minor in a will;
- (b) Proceedings to enforce any order made within family proceedings;
- (c) Proceedings under S20 or S27 of the Child Support Act 1991;
- (d) Proceedings under the Family Law Act 1986;
- (e) Proceedings under the Child Abduction and Custody Act 1985 (but note that devolved powers do not extend to taking such proceedings);
- (f) Proceedings under the Protection from Harassment Act 1997 or in assault and trespass where the proceedings are family proceedings and only an injunction and either no or only nominal damages are sought or where an application is made to vary or discharge an order made under section 5, and the proceedings are family proceedings;
- (g) Proceedings for an order under S106 of the Social Security Administration Act 1992, or under S43 of the National Assistance Act 1948;
- (h) Applications to enforce orders made in family/matrimonial proceedings under the Civil Jurisdiction and Judgments Acts 1982 and 1991;
- (i) Proceedings under S14 of the Trusts of Land and Appointment of Trustees Act 1996 where the proceedings are family proceedings;
- (j) Proceedings for or in relation to an affiliation order within the meaning of the Affiliation Proceedings Act 1957;

- (k) Proceedings under the Guardianship of Minors Acts 1971 and 1973;
- (l) Proceedings under the Maintenance Orders Acts 1950 and 1958;
- (m) Proceedings under Part I of the Maintenance Orders (Reciprocal Enforcement) Act 1972 relating to a maintenance order made outside the United Kingdom;
- (n) Proceedings under S30 of the Human Fertilisation and Embryology Act 1990;
- (o) Proceedings under S24 of the Social Security Act 1986;
- (p) Proceedings under S47 of the National Assistance Act 1948*;
- (q) Proceedings under the Crime and Disorder Act 1998 for:
 - (i) A Child Safety Order or for a Parenting Order made in proceedings for a Child Safety Order; or
 - (ii) An Anti-Social Behaviour Order or Sex Offender Order made in relation to a child, and any associated Parenting Order
 - (iii) A Parenting Order made on the conviction of a child but only where the parent cannot reasonably be represented by the child's solicitor
- (r) Applications to the court to change the name of a child.

Appendix Three - Tender Form (see separate document entitled '*Reading Office Tender Form March 2009*')

