

## Training Contract Grant Scheme - Three-way Agreement

### The Parties to this Agreement are:

**A. The Legal Services Commission** (“the Commission”) whose head office is 4 Abbey Orchard Street, London SW1P 2BS

- and -

**B. \*** ..... (“the Organisation”) whose Office is at:\*

.....

- and -

**C. \*** ..... (“the Trainee”) whose address is:\*

.....

\* Please insert name and address of relevant parties

<b>Key Information Table</b>	
Agreement Start Date:	
The location at which the training contract and work during Commissioned Period must be based (“the Office”):	Office Address
The training contract grant (“the Grant”) under this Agreement consists of:	60% of the Legal Practice Course Fees <input type="checkbox"/> 100% of the Professional Skills Course Fees <input type="checkbox"/> Training Salary Funding meaning 50% of the relevant SRA minimum salary for trainee solicitors. <input type="checkbox"/>
LPC start date: LPC estimated finish date: Full time or part time:	
Training Contract start date: Length of Training Contract:	
Details of Trainee’s supervisor:	

## Introduction

1. The Commission has established a training contract grant scheme to help support the training and development of potential solicitors, who will receive training in, and carry out, work funded under the terms of the Access to Justice Act 1999. Under the scheme the Commission will make grants to organisations that hold a Unified Contract or Unified Contract (Crime) July 2008 and that are authorised by the SRA to provide training contracts.
2. There are three available elements to the Grant:
  - The LPC funding;
  - The Training Salary Funding; and
  - PSC funding
3. In return for the Grant paid to the Organisation, the Commission expects the Trainee to be employed by the Organisation to carry out Legal Aid Work from the Office for a two-year period after the completion of their training contract. With the agreement of the Commission, the Trainee may complete the Commissioned Period with another organisation that carries out Legal Aid Work.

## Definitions

4. **“Access to Justice Legislation”** means the Access to Justice Act 1999 and associated legislation.
5. **“Commissioned Period”** means 24 months immediately following the end of the Training Contract Period.
6. **“Grant”** has the meaning given in the Key Information Table.
7. **“Legal Aid Work”** means legal work funded directly under the provisions of the Access to Justice Act 1999, either through the Community Legal Service or the Criminal Defence Service.
8. **“LPC”** means Legal Practice Course.
9. **“Office”** has the meaning given in the Key Information Table.
10. **“PSC”** means Professional Skills Course.

11. **“Rules”** means the rules applicable to the Grant scheme set out in the Schedule.
12. **“SRA”** means Solicitors Regulation Authority.
13. **“Training Contract Period”** means the initial anticipated length of the training contract (including any exemption period) and, in any event, not more than 24 months.
14. **“Training Salary Funding”** has the meaning given in the Key Information Table.
15. **“Working Time”** means the time that the Trainee is contracted to work for the Organisation and, in any event, not less than 37 hours per week.

### **Interpretation**

16.1 Clause and paragraph headings in this Agreement are inserted for convenience only and do not affect its interpretation.

16.2 Words denoting the masculine, the feminine or the neuter include the masculine, the feminine and the neuter. Words denoting the singular include the plural and vice versa.

16.3 Reference to any Access to Justice Legislation and other legislation is, as the context requires, a reference to any substitute for, or re-enactment of, it and includes any new Access to Justice Legislation arising at any time.

### **General**

17. This Agreement starts on the Agreement Start Date and, unless ended sooner under its terms, ends at the end of the Commissioned Period. For Not for Profit organisations where the Commissioned Period does not apply, this contract ends at the end of the Training Contract Period.

18 Each element of the Grant must be used for, and only for, the purpose for which it is paid, as set out in the Key Information Table.

### **The Commission agrees:**

19.1 Subject to the provisions below, to pay the Organisation:

- a. Up to 60% of the LPC fees, provided that the Trainee passes the LPC. If the Trainee has already started the LPC (and the LPC is continuing) by the time that this agreement commences then, if the LPC is full-time, the Commission will pay the 60% contribution in full. If the LPC is part time, the Commission will only pay the contribution for the current and future years. For the avoidance of doubt, the Commission will not pay the contribution towards an LPC which has already been completed or, where the LPC is part time, towards previous years;
- b. 100% of the fees for the PSC, provided that the Trainee passes the PSC;
- c. the Training Salary Funding for the Trainee, for the Training Contract Period;

provided that if the training contract actually lasts longer than the Training Contract Period (for example by virtue of the Trainee taking long term sick leave or maternity leave) then the Commission, unless it agrees at its absolute discretion otherwise, is bound only to pay the contribution to the salary for the Training Contract Period.

19.2. These payments will be made (by cheque or by BACs) as follows:

- a. The fees for the LPC will be paid within 30 days of receipt by the Commission of a receipted invoice from the relevant college evidencing payment of the tuition fees;
- b. The PSC fees will be paid within 30 days of receipt by the Commission from the Organisation of a receipted invoice from the relevant college evidencing payment of the tuition fees;
- c. The Training Salary Funding will be

paid monthly in advance although, for administrative ease, the payments actual to the Organisation may be made by four six-monthly instalments in advance but must be treated by the Organisation and the Trainee as if paid monthly in advance. This means that if this Agreement or the training contract is terminated for any reason, then any unused salary contribution for any months not yet passed will become immediately repayable to the Commission. Where payments are made quarterly, the amount of each instalment will be 25% of the SRA's current minimum annual salary for trainee solicitors. The Organisation is responsible for meeting all employers' national insurance obligations in relation to its employment of the Trainee. The first instalment of the Training Salary Funding will normally be made no later than 21 days of the Training Contract start date. Subsequent payments shall be made at six monthly intervals thereafter.

**The Organisation and the Trainee Agree:**

20. That they will ensure that at least two elective subjects on the LPC are directly relevant to Legal Aid Work. If the Organisation or Trainee are unclear as to whether the electives are relevant to Legal Aid Work then they must ask the Commission to decide and the Commission's decision will be final.

21. The Trainee must receive training in at least two areas of work with direct relevance to Legal Aid Work. If the Organisation or Trainee are unclear as to what is relevant to Legal Aid Work then they must ask the Commission to decide and the Commission's decision will be final.

22. That they shall comply with the Rules at all times.

23. That subject to clause 33, unless the Organisation is a not for profit organisation, the Organisation will offer the Trainee employment for two years on reasonable terms at the end of the training contract.

24. That the Trainee's employment with the Organisation must continue for at least the Commissioned Period. With the agreement of the Commission, this can be varied to allow the Commissioned Period to be completed with another organisation that undertakes sufficient legal aid work to ensure compliance with the requirements of Clause 26.

25. That the Trainee will be employed as a trainee solicitor by the Organisation and that that training contract will be registered with the SRA and will comply with all requirements of both the SRA and the Law Society.

26.1 That during the Training Contract Period the Trainee will spend at least 50% of his Working Time working on Legal Aid Work.

26.2 That during the Commissioned Period the Trainee will spend at least 30% of his Working Time working on Legal Aid Work.

### **Information and Auditing**

27.1 The Organisation and the Trainee will provide such information during the training contract and the Commissioned Period as the Commission may reasonably require.

27.2 At a minimum,

27.2.1 the Organisation and the Trainee will complete a 6-monthly monitoring form.

27.2.2 The Organisation shall allow the Commission to audit the Organisation's compliance with the Agreement. This means that the Organisation will grant the Commission access to the Organisation's premises and provide reasonable assistance, access, facilities and documents including the Trainee's training and work records.

27.2 The Commission may also request updated information and feedback at reasonable intervals during the training contract and Commissioned Period for the purpose of the Commission's monitoring of the success of the grants scheme. The Commission may ask third party researches to carry out this monitoring. The Commission will notify the Organisation and the Trainee when third parties have been appointed.

### **The Parties agree that:**

28. This Agreement may be amended by agreement of the parties.

29. That they will comply with the Training Contract Grant Scheme Rules set out in the Schedule.

30. This Agreement will terminate if:

- a. The Organisation ceases trading or becomes unable to pay its debts, enter into liquidation (except for the purposes of a solvent amalgamation or reconstruction), make an arrangement with its creditors, becomes subject to an administration order or a receiver or administrative receiver is appointed over all or any of the Organisation's assets or take or suffer to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to the Organisation;
- b. The Organisation ceases to be approved by the SRA to offer training contracts;
- c. The Trainee ceases to be employed by the Organisation;
- d. The Trainee ceases to be able to continue with his training contract.

31. The Commission may terminate this Agreement where;

- a. Any term of this Agreement is breached either by the Organisation or the Trainee;
- b. The Trainee fails the LPC or the PSC (after one round of re-sits) or fails to complete the training contract and/or the Organisation elects to withdraw its offer to the Trainee of a training contract.
- c. The Commission's Unified Contract or Unified Contract (Crime) July 2008 (or any subsequent replacement thereof) with the Organisation ends for any reason or the Organisation otherwise ceases to hold a Unified Contract or Unified Contract (Crime) July 2008 (or any subsequent replacement thereof);
- d. The Trainee or the Organisation breach the Rules or a circumstance arises under the Rules which results in a party having the right to terminate.

32. If the Agreement is terminated, the Commission will be entitled to recover any monies paid and, in particular, but not limited to:

- a. If the Trainee, without the consent of the Commission, ends the training contract, fails the LPC or the PSC having first been given the opportunity to undertake one round of re-sits or having been given the opportunity to undertake re-sits the Trainee does not undertake such re-sits within a reasonable period following the original failures, refuses to accept the Organisation's offer of employment for the Commissioned Period or fails to complete the Commissioned Period in accordance with this Agreement or is otherwise in material breach of this Agreement, the Commission will be immediately entitled to repayment by the Trainee of the LPC fees (if paid) and by the Organisation of any unpaid salary element of the Grant;
- b. If the Organisation, without the consent of the Commission, ends the training contract or the Trainee's employment before completion of the Commissioned Period, the Commission will be immediately entitled to repayment by the Organisation of any unpaid Training Salary Funding and 50% of all previous payments of Training Salary Funding.
- c. If the Organisation or the Trainee commits any breach of the Rules which triggers a right for the Commission to recover the Grant or any part of it.

### **What happens if the Organisation wants to remove the Trainee**

33. If the Organisation wishes to terminate the employment of the Trainee for valid performance or conduct issues, the Commission will be entitled to give the Organisation notice that the Agreement is terminated. The Commission will not seek to recover any part of the Grant, which has been paid up to the date of termination. The Organisation will not be able to transfer this Agreement or any part of it or the Grant or any part of it to a replacement trainee solicitor.

34. If the Organisation terminates the employment of the Trainee and it is subsequently determined, either by the Organisation's own admission or through the decision of an appropriate tribunal, that the Trainee was unfairly or unlawfully dismissed, this Agreement will terminate as between the Commission and the Organisation. However, the Trainee will be entitled to a transfer of the remaining part of the Grant to a new employer who meets the requirements specified in the Rules.

35. The Commission shall not have any liability to the Trainee for any action or inaction of the Organisation or any liability to the Organisation for any action or inaction of the Trainee.

36. As a public authority the Commission has statutory obligations:

a. to promote race equality, disability equality and gender equality in accordance with the Sex Discrimination Act 1975 ("the 1975 Act"), Race Relations Act 1976 ("the 1976 Act") and Disability Discrimination Act 1995 ("the 1995 Act"); and

b. not to discriminate in the provision of goods, facilities or services on the basis of race, disability, gender, religion or belief or sexual orientation in accordance with the 1975 Act, the 1976 Act, 1995 Act and the Equality Act 2006;

and the Organisation and Trainee must use all reasonable endeavours to assist the Commission, and to co-operate with the Commission, to enable the Commission to comply with these obligations.

Without limiting the generality of any other provision of this Agreement, the Organisation and Trainee shall at all times comply with the principles relating to equality and diversity as published from time to time on the Commission's website at [www.legalservices.gov.uk](http://www.legalservices.gov.uk).

37. The Organisation shall indemnify the Commission in respect of any claims by any third party, or by the Trainee, arising from any alleged negligent or wrongful action or inaction by the Organisation or its personnel.

38. The Trainee and the Organisation are not agents or partners of the Commission. The Organisation is an independent provider of legal services.

39. This Agreement is personal to the parties and may not be assigned. The Organisation may not sub-contract any of its obligations without the Commission's prior written approval.

40. This Agreement does not create any right that is enforceable by any person who is not a party to it.

41. This Agreement sets out the entire agreement between the parties in connection with its subject matter at the time of the Training Contract start date.

**Signed for the  
Commission by:**

Name:

Signature:

Status:

**Signed by the  
Trainee:**

Name:

Signature:

Status:

**Signed for the  
Organisation by:**

Name:

Signature:

Status:

This Agreement must be signed for the Organisation by a person who can bind you to this Agreement. If the Organisation is a partnership a partner (normally the managing partner) must sign. If it is a sole practitioner, the sole practitioner (principal) must sign. If it is a company, a Director must sign. If it is a Not for Profit Organisation, the Chair of the Management Committee will normally sign.

## **Schedule**

### **Training Contract Grant Scheme Rules**

The following Rules are applicable to the operation of the Commission's Training Contract Grant Scheme.

The Organisation and Trainee are required to comply with these Rules at all times.

### **Payments to the Trainee**

1. The Organisation must pay no less than the minimum annual salary for trainee solicitors as recommended by the SRA.

### **What is Covered by the Grant**

2. The Grant covers tuition fees for the LPC and basic PSC.

3. The Grant for PSC tuition fees does not include higher rights electives. If the Trainee wishes to pursue these, then the Trainee and the Organisation will need to determine between them who will fund the fees for any higher rights electives.

4. The Grant does not cover and is therefore not to be used for living expenses, travel costs, any costs incurred by the Organisation in connection with the recruitment of the Trainee including Criminal Records Bureau checks.

5. The Grant does not cover and is therefore not to be used for payment of any SRA fees due in connection with the Trainee.

6. The Grant does not cover and is therefore not to be used for payment for any other courses or tuition fees for example (but not limited to) Police Station Accreditation fees.

7. The Grant does not cover and is therefore not to be used for any re-sits of the LPC or PSC. The costs of any re-sits must be met by the Organisation and the Trainee as agreed between them.

8. The PSC course must be booked and paid for in the first 12 months of the Training Contract start date. If the Organisation does not submit a receipted invoice to the Commission within 3 months of receiving it, the Organisation will lose the right to claim this part of the Grant.

9. All elements of the PSC must be booked at the same time and paid for at the same time.

10. A receipted invoice for payment of the LPC tuition fees must be submitted by end of February in the first year. Failure to do this may result in the loss of the right to claim this part of the Grant, unless an extension has been requested in writing and agreed by the Commission. It is the responsibility of the Trainee to ensure the receipted invoice is submitted on time.

### **What the Trainee must tell the Commission**

11. The Trainee must inform the Commission of changes to email, phone number, address. The Trainee must also inform the Commission of any changes to the Training contract, the LPC or the Commissioned Period.

### **Examination Failures**

16. If the Trainee fails to complete the LPC or the PSC (including passing the examinations) the Trainee and the Organisation must ensure that they inform the Commission. Failures may result in the Commission becoming entitled to recover the LPC fees paid under the Grant and the PSC Grant (as appropriate) from the Trainee and the Organisation (as it considers appropriate).

17. If the Trainee is required to re-sit all or part of the LPC examinations, the Trainee must take these re-sits within a reasonable period from the date the Trainee becomes aware that of the examination failure. If the Trainee or the Firm are unsure what a reasonable period would be, they must consult the Commission.

18. If the Trainee does not successfully complete the LPC at the first sitting, the Organisation may elect to withdraw its offer of a training contract. The Organisation must notify the Commission within 28 days of the results being known, whether or not the offer of a training contract is to be withdrawn.

### **What happens if the Organisation can't provide enough Legal Aid Work?**

19. Grants are awarded on the basis that the Organisation can provide the Trainee with the minimum agreed level's of experience in Legal Aid work. If the Organisation is unable to provide the relevant levels, the Trainee may seek to obtain this experience with another organisation subject to the Commission's prior consent. If the Commission does consent to the Trainee working with an organisation other than the Organisation, the Commission's obligation to pay the Grant will be unaffected and the additional organisation shall not obtain any rights under this Agreement.

### **What happens if the Trainee Leaves the Organisation?**

20. If the Trainee wants to leave the Organisation during the Training Contract or the Commissioned Period, the Grant may transfer with the Trainee but only if the Trainee can prove that the Commission's requirements can be met.

21. These requirements are,

- (a) the Trainee must discuss any issues/reasons for moving with the Organisation
- (b) the Trainee must inform the Commission of any issues immediately
- (c) where the Trainee wants to leave because of an issue/complaint with their Organisation they must have first followed the Organisation's internal processes for resolving the complaint.
- (d) If having followed the Organisation's internal process the Trainee still wishes to leave any requests to vary the Agreement or for the Trainee to leave the Organisation must be made to the Commission in writing and evidence must be submitted that the Organisation's internal processes have been followed.
- (e) The organisation to which the Trainee transfers must meet the Commission's other requirements:- that it holds a Unified Contract or a Unified Crime Contract; there are no performance issues under either such contracts; the new organisation can meet the Commission's minimum requirements regarding proportion of Legal Aid

Work undertaken by the organisation and to be undertaken by the Trainee; and the new organisation is in a position to offer employment to the Trainee.

### **What happens when things go wrong?**

22. Either the Trainee or the Organisation may notify the Commission of any disputes, which may affect the completion of the training contract, the LPC, the PSC or the Commissioned Period.

23. The Commission may act as mediator where appropriate in order to resolve any such dispute.

24. Disputes about the Rules or the Grant must be referred to the Commission who, in the absence of resolution will refer it to the relevant internal body for resolution of matters relating to grant funding which for the time being is the Contract Grants Committee. This Committee regulates its own procedure and its decision is final.

### **Unusual Circumstances**

25. If any unusual circumstances arise or the Trainee or the Organisation becomes aware of them, they will immediately notify the Commission to discuss whether changes are required to the Rules or otherwise.

### **Attending LSC Events**

26. The Organisation must allow the Trainee to spend three working days over the course of the training contract attending Commission events and promoting the training contract grant scheme, as directed by the Commission.

### **What the Organisation must tell the Commission**

20. The Organisation must inform the Commission if there are changes to:

- (a) the Trainee's supervisor
- (b) Organisation's address and contact details
- (c) the Organisation's bank account number and any account number relating to the Organisation's status as the provider of Legal Aid work
- (d) the Training Contract start date.