

## FRAMEWORK AGREEMENT FOR PROCUREMENT OF LEGAL SERVICES

DATE

[2009]

### PARTIES

The Legal Services Board, a statutory non-departmental public body of 7th floor, Victoria House, Southampton Row, London, WC1B 4AD (the “LSB”)

[ ] [(registered in England and Wales under number [ ])] whose registered office is at [ ] (the “Provider”),

(each a “Party” and together the “Parties”)

### INTRODUCTION

The LSB has agreed to request quotations, place orders and pay for Services (as defined below) and the Provider has agreed to quote for and provide such Services on the terms and subject to the conditions of this Agreement.

### AGREEMENT

#### 1. Definitions and Interpretation

1.1 In this Agreement (which includes the Introduction and Schedules), the following words and expressions have the following meanings:

**Business Day:** any day other than a Saturday, Sunday or any other day which is a public holiday in England and Wales;

**CEDR:** Centre for Effective Dispute Resolution;

**Charges:** all charges for professional services, costs and disbursements which have been demonstrably reasonably and necessarily incurred;

**Commencement Date:** the date which is the latter of the Effective Date or the date specified above;

**Dispute Resolution Services:** any Services which relates to any civil, administrative, regulatory or arbitration proceedings or any form of mediation or dispute resolution procedure;

**Effective Date:** the date on which the latter of the Parties has executed this Agreement;

**Engagement Letter:** any communication which a Provider is required to provide to a client pursuant to a regulatory body’s code of conduct or other similar professional rules that sets out the terms and conditions of the provision of services and shall include a Rule 2 Letter in the case of solicitors;

**Force Majeure Event:** any circumstance which is:

- (i) beyond the reasonable control of the parties; and
- (ii) that was not reasonably foreseeable and which affects the performance of the Services,

and includes an act of God, Act of Parliament (including subordinated legislation and recommended practice guidance from bodies such as the Better Regulation Executive), severe weather, strike of staff outside of the relevant Party’s direct or indirect control, sickness, temporary or permanent damage to networks or systems used by a Party by a third party.

**Representations:** the representations set out in Schedule 1;

**Rule 2 Letter:** a Provider's standard letter setting out its terms of engagement as required by rule 2 of the Solicitor Regulation Authority's Code of Conduct;

**Services:** certain legal and administrative services to be provided by the Provider to the LSB as agreed from time to time;

**Termination Date:** 30 March 2011;

**Work Plan:** a document setting out the scope and means of providing the Services; and

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 any reference to any statute, statutory provision or subordinate legislation is to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted and in force;

1.2.2 any reference to a statute or statutory provision includes any subordinate legislation made under it;

1.2.3 any phrase introduced by the terms "including", "include", "in particular" or a similar expression shall be construed as illustrative and shall not limit the sense of the words to which those terms refer.

1.3 The Agreement replaces any agreements, understandings and/or arrangements that have previously existed between the Parties.

1.4 The Parties acknowledge and agree that this Agreement shall constitute the Provider's Engagement Letter and shall be an effective discharge of the Provider's obligations under any regulatory body's code of conduct or other professional rules which the Provider must comply with.

## 2. Term and Termination

2.1 The term of this Agreement shall be from the Commencement Date until the later of the Termination Date or the completion of the last supply of Services agreed by the Parties on or before the Termination Date, unless the Parties agree otherwise in writing or this Agreement is terminated in accordance with Clauses 2.2 to 2.5.

2.2 Subject to Clauses 2.3 to 2.5 either Party may terminate this Agreement without liability at any time by providing two weeks' notice ("**Termination Notice Period**") in writing to the other. If the Parties have agreed to a supply of Services that has not been completed by the end of a Termination Notice Period then the Parties agree that they will continue to be bound by the terms of this Agreement in respect of such Services until they are completed to the reasonable satisfaction of the LSB.

2.3 The Provider agrees that it may not exercise its right under Clause 2.2 during any period where it is providing, or has provided, Dispute Resolution Services unless the LSB first confirms in writing to the Provider that it is satisfied that the Provider's engagement to provide Dispute Resolution Services can be terminated without material prejudice to the LSB.

2.4 Either Party may terminate this Agreement by notice in writing taking immediate effect, if the other Party:

2.4.1 commits a material and remediable breach of this Agreement and fails to remedy that breach (or to agree a reasonable period within which to achieve a remedy) within 10 Business Days of being given notice in writing to do so;

2.4.2 commits a material and unremediable breach of this Agreement;

2.4.3 becomes bankrupt, insolvent, or enters into administrative receivership;

2.4.4 experiences a change of management or control which, in the reasonable view of the other Party, does or will materially affect the ability of the affected Party to perform the Services (in the case of the Provider) and/or to comply with the terms of this Agreement; or

2.4.5 commences legal proceedings against it.

2.5 The LSB may terminate this Agreement by notice in writing taking immediate effect if the Provider does, or fails to do, anything which, in the reasonable view of the LSB, would:

- 2.5.1 be materially detrimental to the Provider's ability to perform the Services; or
  - 2.5.2 be likely to be damaging to the reputation, competence or resources of the LSB if the Agreement was not terminated.
- 2.6 Subject to Clause 2.7, in the event that this Agreement is terminated for whatever reason (other than in accordance with Clause 15) and regardless of which Party gave notice of the termination, the LSB will have the right to elect to require that, in respect of any Services which are part performed as at the date of the termination, that:
- 2.6.1 those Services be fully completed; or
  - 2.6.2 specified parts of the Services be completed; and/or
  - 2.6.3 the Provider cooperates in such ways as the LSB may reasonably require to ensure that the relevant Services can be completed by the LSB and/or by an alternative provider with minimum delay, use of resources and cost to the LSB and/or to the other provider (as the case may be),
- provided that the LSB will be liable for all Charges incurred as a result of the Provider's obligations under this Clause 2.6.
- 2.7 In the event that the Provider terminates this Agreement the Provider may refuse, on reasonable and documented grounds, to carry out:
- 2.7.1 such parts of the Services as are not possible (using its best endeavours) to carry out as a consequence of the LSB's breach; or
  - 2.7.2 any of the Services if the LSB has failed to pay a Charge incurred by the Provider following a notice received under Clause 6.8).
- 2.8 A Party ("**Party A**") may at any time without notice to the other Party ("**Party B**"), set off any liability of Party B against any liability of Party A, in respect of liabilities for Charges owing under this Agreement. Any exercise by a Party of its rights under this Clause 2.8 shall be without prejudice to any other rights or remedies available under this Agreement or otherwise.

### **3. Representations and Warranties**

- 3.1 The Provider represents and warrants that each of the Representations:
- 3.1.1 is accurate in all respects; and
  - 3.1.2 will remain accurate in all respects at the time any Work Plan is agreed as if they had been entered into afresh at such time(s).
- 3.2 The Representations are separate and independent and, unless expressly provided to the contrary, are not limited or restricted by reference to or inference from the terms of any other provision of this Agreement or any Work Plan or any other warranty or representation in this Agreement.
- 3.3 The Provider acknowledges and agrees that the LSB has entered into this Agreement and will enter into any Work Plan in reliance on the Representations.
- 3.4 Subject to Clause 3.5, if the LSB, acting reasonably, determines that there has been a misrepresentation in respect of the Representations at any time, it may:
- 3.4.1 require the Services to be re-performed partially or in their entirety without charge on a prioritised basis; and/or
  - 3.4.2 require charges in respect of the Services to be partially or totally reduced to reflect the poor or late performance; and/or
  - 3.4.3 require a reduction in the charges in respect of the Services which is proportionate to the incremental cost of the LSB staff time involved as a direct consequence of the non-performance

using the agreed rates of the equivalent seniority of staff within the Provider as the basis for the calculation; and/or

3.4.4 require the Provider to pay the costs of another provider performing all or part of the Services on an expedited basis.

3.5 Any exercise by the LSB of one or more of its rights referred to in Clause 3.4 shall be without prejudice to any other rights or remedies available to the LSB at law provided that the LSB will take into account the appropriateness of such other rights and remedies when calculating and seeking compensation from the Provider pursuant to Clause 3.4.

## **4. Process for requesting Services**

4.1 While this Agreement remains in force the LSB will make written requests to the Provider for quotations and draft Work Plans for the provision of specified Services. The LSB undertakes to ensure that such requests will identify:

4.1.1 the relevant legal and business issues;

4.1.2 the support required in respect of the relevant legal and business issues identified; and

4.1.3 the anticipated time period when the work will be required.

4.2 The Provider shall acknowledge receipt of the request within 1 Business Day and, unless otherwise agreed, will supply a Work Plan within 5 Business Days from the date of receipt of such request having regard to the Work Plan requirements set out in Schedule 2.

4.3 The LSB will consider the quotation and the draft Work Plan and will submit comments, if any, or confirmation of agreement of the draft Work plan, as the case may be, to the Provider within 3 Business Days of its receipt. In the event that the LSB has any comments the Parties will seek to agree the draft Work Plan within 3 Business Days of receipt of such comments by the Provider.

4.4 The Parties acknowledge and agree that nothing in this Agreement shall exclude the Parties' respective obligations under the Supply of Goods and Services Act 1982.

4.5 The Provider agrees that in quoting for and providing the Services it will act only as a contractor and in no other capacity.

## **5. Change of Scope of Works**

5.1 In the event that during the performance of any Services under a particular Work Plan the Provider identifies that a material change to the scope of the agreed Services is necessary and/or desirable and/or is being explicitly or implicitly requested by the LSB, the Provider must promptly provide written notice of this to the LSB ("**Change of Scope Notice**") and, in any event, before commencing any work on the areas that would represent a change of scope.

5.2 The Provider must indicate clearly in its Change of Scope Notice what extra work and costs it understands would result from anticipated change of scope. The Parties will then agree in writing whether to proceed with the changed scope or continue with the original Work Plan.

5.3 For the avoidance of doubt, the LSB will not pay for any work that is not in an agreed Work Plan or in a written agreement to extend scope.

## **6. Work progress reporting, Invoicing and Payment**

6.1 When requested by the LSB in relation to a particular Work Plan, the Provider will supply electronic work in progress reports every two weeks identifying the work done, costs and time incurred up to the end of the day preceding the date of the report.

6.2 Prior to commencing its first Service provision to LSB, the Provider must agree with the LSB the exact format and content of invoices and required supporting documentation. Invoices or supporting documents that are subsequently supplied which are not exactly in accordance with the agreed formats will be treated as being invalidly raised and will be rejected.

- 6.3 Following either the end of each month or the written agreement of the Parties confirming that a project stage has ended, the Provider will supply electronically a draft invoice together with any applicable time records and supporting proof of permissible disbursements, subcontractor charges and other costs.
- 6.4 The Provider must submit all draft invoices and correct supporting documentation to the LSB by the end of the calendar month following the month to which the sums owing relate or the month in which the relevant project stage ended ("**Submission Deadline**").
- 6.5 The Provider must ensure that all Charges that relate to a monthly invoice or project stage are included in the draft invoice that it raises for such time period or stage. If the Provider knows that a Charge (and supporting documentation) cannot be identified in time to submit the draft invoice within the Submission Deadline then it must notify the LSB of this before the Submission Deadline in writing and such notice must give reasons for the delay and a date by which the relevant Charges can be invoiced ("**Delay Notification**").
- 6.6 The Provider must submit the remaining Charges on the draft invoice and the relevant supporting documentation before the Submission Deadline and must submit a further draft invoice covering the Charges specified within the Delay Notification on or before the date by which such Charges can be invoiced as specified in the Delay Notification.
- 6.7 The LSB will review draft invoices and supporting documentation within 15 Business Days of receipt and, if the LSB agrees that they are correct and acceptable, the LSB will authorise the Provider in writing to issue the final invoice and supporting documentation. The LSB will pay all valid, approved, correctly submitted invoices within 20 Business Days of receipt.
- 6.8 If more than 20 Business Days have passed following the date upon which the LSB received and accepted a valid invoice and the LSB has not made payment of the invoice then Provider shall be entitled to notify the LSB of the non payment. This notice may require the LSB to pay interest at 5% of the amount due which commences on the first day of delay and ends on the date when payment is made by the LSB.
- 6.9 The Provider acknowledges and agrees that it is responsible for ensuring that it makes complete and timely requests for any Charges owing to it. Consequently, if the Provider fails to include a relevant Charge within an invoice for the correct period of time or project stage and/or it fails to provide a draft invoice and supporting documentation and/or a Delay Notification and/or a final invoice and supporting documentation within the time periods specified in this Clause 6 then the Provider agrees that the LSB shall be entitled to discount any such Charges owing by 10% of its value and shall continue to be entitled to discount such Charges by 10% for each month thereafter that such required invoices, notices or information remain outstanding.

## 7. Intellectual Property rights

- 7.1 The Provider warrants that it is able to and grants, or has procured the grant, to the LSB of perpetual rights to use, store, adapt, recompile in all forms, media and formats of all information, data, documents and images and sounds that are produced by the Provider or its subcontractors, agents or staff in connection with this Agreement ("**Material**"). The LSB agrees that it will abide by any reasonable requests communicated to it in writing by Provider in relation to the use of the Provider's name, trademarks, images and information about the Provider and that the LSB will recognise moral rights of authors when notified of the need to do so.
- 7.2 Some of the Services may give rise to the production of Material in which the Provider and LSB will each have intellectual property rights ("**Unique Material**"). The Parties agree that they will (acting in good faith) seek to identify and agree upon the nature and type of any such Unique Material prior to its order under a Work Plan. If Material is agreed to be Unique Material prior to its order and creation the Parties will also seek to agree (acting in good faith) a means by which both Parties can benefit from the use of such Unique Material. If the Parties cannot agree such a means, then the dispute resolution procedures in Clause 12 shall apply.
- 7.3 If in the reasonable view of one Party, Material becomes identifiable as Unique Material after it has been ordered and created and the other Party (acting reasonably) does not agree then the dispute resolution procedures in Clause 12 shall apply with respect to its classification and, if relevant, the means by which the benefit is to be shared between the Parties.

## 8. Conduct of claims

- 8.1 If a Party ("**Party A**") becomes aware of any actual or threatened claim against it by any third party as a result of the acts or omissions of the other Party ("**Party B**") in connection with this Agreement ("**Third Party Claim**")

it shall inform Party B within 5 Business Days from the day on which such Third Party Claim comes to the notice of Party A.

8.2 Provided Party B is secured to its reasonable satisfaction in respect of any Charges incurred by it as a consequence of any actions taken at Party A's request in accordance with this Clause 8.1:

8.2.1 Party B shall take such action and give such information and assistance as Party A may reasonably request in writing in responding to, and resolving, any Third Party Claim and to appeal against any judgment given in that respect;

8.2.2 where any legal proceedings of whatsoever nature ("**Proceedings**") are initiated in respect of the Third Party Claim, Party A shall keep Party B fully and promptly informed of the Proceedings, shall consult Party B on any matter which is, or is likely to be, material in relation to any Proceedings and shall take account of all reasonable requirements of Party B in relation to such Proceedings; and

8.2.3 Party A shall not do anything in connection with a Third Party Claim and/or Proceedings that may prejudice Party B, without first consulting Party B and taking due account of Party B's reasonable views.

8.3 If Party A becomes aware of any other claim by a third party which is not as a result of the acts or omissions of Party B, it shall notify Party B and provide such information to Party B as would be reasonably necessary for Party B to assess its exposure in relation to that claim.

## 9. Confidentiality, Data Privacy and Freedom of Information

9.1 The Parties acknowledge and agree that the LSB is subject to the Freedom of Information Act 2000 and that all information that is not clearly subject to legal professional privilege is potentially publicly disclosable. Accordingly, the Provider will use its reasonable endeavours to ensure that none of its or its subcontractors', agents' or employees' communications with or about the LSB will be materially detrimental to the Provider or to the LSB if so disclosed unless they are clearly and unambiguously protected by some form of legal professional privilege.

9.2 It is possible that privileged material may need to be disclosed in certain circumstances in which case the LSB shall provide prior notice of such disclosure to the Provider and will seek, as far as it is reasonably able to, to comply with the Provider's reasonable requests in this regard.

9.3 The Parties acknowledge and agree that the LSB may be required in certain circumstances to reveal information provided by or relating to the Provider to other government bodies including the Ministry of Justice, HM Treasury, the Office of Fair Trading and the National Audit Office. Where reasonably practicable and to the extent permitted by law, the LSB will notify the Provider of this and the Parties will agree a common approach to the disclosure.

9.4 The Provider must (and must ensure that all of its subcontractors, agents and employees) treat all information supplied to it by the LSB or created by it or its subcontractors, agents or employees as part of providing the Services as confidential unless:

9.4.1 the information is already in the public domain in substantially the same form that it is held by Provider;

9.4.2 the Provider is required by law to disclose such information in which case, where reasonably practicable and to the extent permitted by law, the Provider will discuss the proposed disclosure with the LSB prior to making the disclosure and the Parties will agree a common approach to the disclosure; or

9.4.3 the Provider has obtained the LSB's prior written permission for the disclosure.

9.5 The Provider agrees to comply at all times with all the Data Protection Act 1998 and published governmental guidance for public sector bodies and suppliers who are working with them including, when applicable, with regard to transmissions of data and data processing outside of the European Union.

9.6 The Provider will provide full current details promptly on request to the LSB of where and how it processes personal data obtained by it in the course of providing the Services.

## **10. Limitation of liability**

- 10.1 The Parties acknowledge and agree that the provisions of this Clause 10 do not seek to restrict either Parties' liability for death, personal injury or any other liability that cannot be restricted by law.
- 10.2 The LSB shall be liable for any Charges incurred by the Provider and for any direct losses or direct costs (which for the avoidance of doubt shall not include any indirect losses or indirect costs of whatever nature) of the Provider as a result of the LSB's acts or omissions up to a limit of £500,000.00 (excluding any Charges owing in respect of Services previously completed).
- 10.3 The Provider shall be liable, for all Charges incurred by the LSB and for any direct losses and direct costs (which for the avoidance of doubt shall not include any indirect losses or indirect costs of whatever nature) of the LSB as a result of the Provider's (or its subcontractors' or agents') acts or omissions up to a limit of £500,000.00
- 10.4 The liabilities referred to in Clauses 10.2 and 10.3 are subject always to the relevant Party being able to demonstrate that it had taken all reasonably practicable and timely steps both to draw the other Party's attention to the potential losses, costs and expenses and to mitigate those losses, costs and expenses.
- 10.5 The limits referred to in Clauses 10.2 and 10.3 shall not apply to claims in respect of intellectual property (Clause 7), confidentiality (Clause 9.4) and data privacy (Clause 9.5) or for direct losses and direct costs which result from a grossly negligent or reckless act or omission of a Party.
- 10.6 Additionally, the limit referred to in Clause 10.3 shall not apply to any liability arising from a decision against the LSB by a court or other competent body and which decision was a result of following incorrect advice from the Provider (or that of Provider's agents or subcontractors) unless such advice clearly stated that such an area of law was not ascertainable with any real certainty.
- 10.7 For either Party, where a liability is claimed for unavoidably utilised staff time in reacting to or remedying an issue that the other Party has created then the cost of such staff time incurred will be based on the actual gross salary cost of the staff members involved in reacting to and remedying the issue .
- 10.8 The costs of external contractors or staff necessarily involved in reacting to and remedying an issue will be based on a demonstration that there were no other appropriately skilled staff that could be made available without causing material harm to the affected Party's other operating commitments and/or that an external contractor was more cost efficient than internal staff to carry out the work (if an external contractor was used).
- 10.9 Any actual costs incurred will be recoverable subject to evidence being produced that a suitable procurement and selection exercise was carried out provided that any need for expedition that might be applicable in the circumstances shall be taken into account.
- 10.10 The Provider must, unless otherwise agreed in writing, maintain professional indemnity insurance with a reputable provider of such insurance and with terms that an independent expert in the analysis of such policies would regard as a reasonable policy for an organisation of the size, type and claims profile of the Provider with a minimum per episode cover of £1,000,000.00.

## **11. Governing law and jurisdiction**

- 11.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be construed under the laws of England and Wales and, save to the extent that the mediation or arbitration processes identified in this Agreement are applied, this Agreement and all disputes under or relating to it shall be subject to the exclusive jurisdiction of the English courts.

## **12. Dispute resolution**

- 12.1 The Parties agree to use reasonable attempts to resolve any dispute informally prior to commencing any formal proceedings. In the event that informal dispute resolution fails then either Party can write to the other identifying the unresolved issue, their understanding of the positions of the Parties and their recommendation as to how the matter can be resolved. If the other Party does not respond to this with an acceptance or a counter proposal within 10 Business Days, or if the counterproposal does not, in the view of the recipient, offer a reasonable basis for resolving the dispute, then both parties agree to commence, within 10 Business Days

thereafter, a mediation process under the CEDR Solve Select process. Both parties will carry their own costs of this process and split the costs of the process and mediator equally between themselves.

- 12.2 If, following at least one mediation session, it is clear that the matter cannot be resolved through mediation then either party can:
- 12.3 if the dispute is over a point of law, apply to the court to commence civil proceedings; or
- 12.4 if the dispute is over a matter of fact, apply to CEDR to commence an arbitration of those proceedings.
- 12.5 Both parties will cooperate promptly and fully with any such arbitration proceedings with costs being at the determination of the arbitrator and the arbitrator's decision being final non appealable save in respect of a misdirection on process or an error on the face of the record.
- 12.6 Each Party agrees not to bring legal proceedings against the other Party at any point other than as is specified in this Clause 12 provided that each Party may apply to the court for injunctive relief where there is an urgent and material need to preserve their rights prior to the likely conclusion of the procedures set out in this Clause 12 and/or to require specific performance of the provisions of this Clause 12 by the other Party.

### **13. Ability to disregard any parts of this Agreement that might not be legally enforceable (“Severability”)**

- 13.1 If any provision of this Agreement or of any Work Plan incorporated into it by reference is found to be illegal or otherwise unenforceable by a court or other competent body then such illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. .
- 13.2 If either Party reasonably believes that the illegality or unenforceability referred to in Clause 13.1 alters this Agreement in a way which is materially detrimental to that Party then it shall notify the other Party in writing within 10 Business Days of the court's or other competent body's decision in relation to the relevant clause. Upon receipt of such notice the Parties shall meet within 10 Business Days to discuss the court's or other competent body's decision. If the Parties are unable to agree a solution through the dispute resolution process in clauses (up to and including mediation only) or otherwise then the detrimented Party shall be entitled to terminate this Agreement in accordance with its terms.

### **14. Decisions not to enforce rights granted to a Party under this Agreement (“Waiver”)**

- 14.1 Any decision not to enforce a right or entitlement under this Agreement (“**Right**”) shall only be binding if it is made in writing. Any such decision by a Party not to enforce a Right shall not require or imply any duty on that Party to make any further or subsequent waiver of that Right or any other Right contained or referred to in this Agreement. For the avoidance of doubt, a delay or omission in enforcing a Right shall not be construed as a waiver of that Right and shall not affect the relevant Party's to enforce such Right at a later time.

### **15. Situations which arise which are outside of the control of the Parties (“Force Majeure”)**

- 15.1 If a Force Majeure Event occurs then the Party affected by it must notify the other Party as soon as reasonably practicable after the occurrence identifying the nature of the occurrence, the reason for it, the duration of the occurrence (if known), the impact that the occurrence will have on the performance of the Services and/or of that Party's obligations under this Agreement and how such impacts will be mitigated or minimised.
- 15.2 The Parties will then discuss the Force Majeure Event promptly. If, following that discussion, the Party harmed by the Force Majeure Event feels reasonably that, even after the mitigations proposed, it will be materially harmed as a result of the Force Majeure Event then that Party may elect to terminate all or part of the Services provided which are impacted by the Event. In these circumstances the Parties will cooperate to ensure that such Services as are to still be provided are completed.
- 15.3 If, in the affected Party's reasonable view, the Force Majeure Event is likely to persist for more than 20 Business Days and is likely to have a material impact on all or many of the Services and/or obligations provided under this Agreement then the affected Party may serve notice having immediate effect to terminate

the Agreement on a no fault basis. For the avoidance of doubt, the obligations at Clause 2.6 to complete any part provided Services will still apply in these circumstances to such extent as is reasonably practicable when account is taken of the Force Majeure Event.

## **16. Communication of formal Notices between the Parties about this Agreement**

16.1 Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by special delivery or by email to the address and for the attention of the relevant Party set out in Clause 16.2. The Parties acknowledge and agree that email shall be the preferred means of communicating notices. Any such notice shall be deemed to have been received:

16.1.1 if delivered personally, at the time of delivery;

16.1.2 in the case of special delivery, the second Business Day from the date of posting ; and

16.1.3 in the case of email, the Business Day after a read receipt is received by the sender from one of the recipients in the "to" line of the email

16.1.4 provided that if deemed receipt (but for that proviso) would have occurred before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt (but for this proviso) would have occurred after 5am on a Business Day , or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

16.2 The physical addresses and email addresses of the Parties for the purposes of Clause 16 are:

### **The LSB**

Physical Address: Legal Services Board  
7th floor. Victoria House  
Southampton Row  
London  
WC1B 4AD

Email address: [contactus@legalservicesboard.org.uk](mailto:contactus@legalservicesboard.org.uk)

### **The Provider**

Physical address:

Email address:

## **17. Process for amending this Agreement**

17.1 Amendments to this Agreement can only be made in writing in a document which is signed by a person identified as a director or as a member of the senior management of either Party and which document states expressly that it is intended to amend the terms of this Agreement from a specified date.

17.2 For the avoidance of doubt, changes to the terms of this Agreement cannot be made expressly or by implication through a Work Plan or through any other standard form documents that either Party might submit deliberately or as an automated part of its administrative processes. If there is a conflict between the terms of this Agreement and the terms of a Work Plan, the terms of the Agreement shall prevail.

## **18. Rights and Obligations granted in this Agreement that may continue to be effective after this Agreement ends (“Survivorship”)**

- 18.1 Certain rights and obligations including those contained in Clauses 1 (Definitions and Interpretation), 9 (Confidentiality, Freedom of Information and Data Privacy), 10 (Limitation of liability), 11 (Governing Law and Jurisdiction), 16 (Notices) and 19 (Third Party Rights) will, as a consequence of the nature and purpose of the clause, continue to have effect between the Parties for a period of time following the termination of this Agreement until the purpose of the clause has been completed. The Parties agree to continue to be bound by the terms of this Agreement in respect of those clauses.
- 18.2 The Parties also recognise that other clauses in this Agreement may also need to continue to have effect following the termination of this Agreement for the purposes of properly understanding the meaning and purpose of the clauses that are the subject of this Clause 18.

## **19. Lack of ability of people who are not a Party to this Agreement but who might benefit from it to enforce the Agreement**

- 19.1 The Provider may not assign its rights or novate its obligations under this Agreement without the prior written consent of the LSB.
- 19.2 No term of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **20. Counterparts**

- 20.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**Each of the Parties hereby warrants that they have the capacity and authority to enter into this Agreement as follows:**

THE LEGAL SERVICES BOARD acting )

by )

Board Member

[PROVIDER] acting )

by )

Director/Member

## **SCHEDULE 1 REPRESENTATIONS**

### **1. Supply of Services**

1.1 The Provider is an expert in:

- 1.1.1 ascertaining and understanding clients' requirements in relation to the provision of legal services;
- 1.1.2 providing legal services in formats, methods and ways that a client may reasonably specify;
- 1.1.3 providing legal services within agreed costs and timelines and to be able to meet such costs and timelines through staff working within normal business hours;
- 1.1.4 providing legal services to the highest professional standards; and
- 1.1.5 administering all aspects of the provision of legal services in ways that a client may reasonably consider to be efficient and effective.

## **SCHEDULE 2**

### **WORK PLAN GUIDANCE**

1. The draft Work Plan should break the Services to be performed down into the stages of work the Provider considers would be required to complete the Services set out in the LSB's request (which would not normally be expected to exceed 10 hours of work per stage).
  
2. For each stage the draft Work Plan should normally include the:
  - 2.1 anticipated staff member(s) who would carry out the work together with a relevant summary profile for any staff member who have not worked on an LSB matter before;
  - 2.2 reasons why those staff members are the most appropriate people for the work requested (for example that they are most cost effective competent persons);
  - 2.3 amount of time that the Provider anticipates each staff member will work on that stage of the work; and
  - 2.2 total cost of that phase. All proposed subcontractors and agents and all anticipated disbursements (including court fees and subcontractor charges if applicable) should be identified as part of the quotation.
  
3. The draft Work Plan should also specify whether the Services are to be invoiced monthly or following the end of a work stage as agreed by the Parties.
  
4. In respect of a request for Services which are of an ongoing nature, the Provider should adapt the Work Plan so that each stage of work is amended so that it relates to a defined period of time.