

SOUTH EAST ENGLAND DEVELOPMENT AGENCY

CONTRACT FOR LEGAL SERVICES

CONTRACT NO : FINAN/DEC/2000/03

DATE : 14 JUNE 2001

THE CLIENT	
<i>Name:</i> South East England Development	<i>Telephone:</i> 01483 484200
Agency	<i>Fax:</i> 01483 484247
<i>Address:</i> SEEDA Headquarters,	
Berkeley House,	
Cross Lanes,	
Guildford, GU1 1YA	

THE LEGAL SERVICES PROVIDER	
<i>Name:</i> xxxxxxxx	<i>Telephone:</i>
	<i>Fax:</i>
<i>Address:</i>	

The Legal Services Provider agrees to provide the Services and the Client agrees to accept the Services subject to the terms and conditions of this Contract as set out in the Appendices annexed hereto.

This Contract is a Framework Contract.

.....
Signed on behalf of the Client

.....
Signed on behalf of the Legal Services
Provider

Print name.....

Print name.....

APPENDICES

APPENDIX 1 The Services

APPENDIX 2 Key terms

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2. Expenses
3. Nominated Client Representatives
4. Nominated Legal Service Provider Representatives
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APPENDIX 1

The Services

The provision of legal advice from time to time in respect of all or any of the following areas:

- Conveyancing
- Commercial law
- Corporate law
- Intellectual Property Rights
- Loan Finance and Venture Capital
- PFI/PPP
- Corporate Governance
- Taxation
- Contract advice
- Administrative law
- Employment law
- Insolvency
- Debt Collection

APPENDIX 2

Key Terms

1. The Charge

1.1. The Charge for the Service shall be as follows:

A daily/hourly rate for each of the following categories of staff

Grade	Daily/Hourly rate [<i>Inclusive of day return expenses</i>]
Partner	
Senior Solicitors	
Solicitors (up to 3 years PQE)	
Trainee Solicitor	

1.2. The Charge in relation to an Instruction shall be limited in aggregate to the amount if so specified in the relevant Instruction.

1.3. Invoices should be submitted in accordance with **Condition 7** to SEEDA Finance. Any VAT chargeable should be deducted and separately identified.

1.4. Payment will be made from the South East England Development Agency at: SEEDA headquarters, Berkeley House, Cross Lanes, Guildford, GU1 1YA.

2. Expenses

2.1. *Approved Expenses*

2.1.1. Travel by car will be reimbursed at 36 pence per mile.

2.1.2. All other travel related expenditure shall be charged at cost.

2.1.3. Aggregate travel expenditure shall not exceed £150 per Instruction.

2.1.4. Invoices should be submitted by the Legal Services Provider in accordance with **Condition 7** to SEEDA Finance and should be supported by receipts. Any VAT chargeable on any items of expenses should be deducted and separately identified.

2.2. *Disallowed Expenses*

2.2.1. All handling charges of whatever nature associated with Approved Expenses.

2.2.2. Routine correspondence and reports, photocopying, postage, courier services, fax, telephone and any other general secretarial and clerical services unless specifically quoted as part of an Instruction and authorised by a Nominated Client Representative.

3. Nominated Client Representatives

3.1. The following persons are Nominated Client Representatives:

xxxxxx

3.2. The following persons are Nominated Client Representatives but are not empowered to vary the Conditions under **Condition 2.4**:

Xxxxxxx

4. Nominated Legal Services Provider Representatives

[Insert details]

Note: The above named persons shall be employees of the Legal Services Provider or formally appointed by the Legal Services Provider to act on its behalf.

5. Timetable for the Provision of Services

To be specified in each Instruction.

6. The Term

The Contract shall run for a fixed period from the date of the award of the Contract and shall terminate 3 (three) years from that date. The Client reserves the right to extend this period by a further 12 months.

7. Insurance

7.1. For the purposes of Condition 13.1.2 insurance cover will generally be £500,000 per Instruction.

7.2. The Client may require the Legal Services Provider to provide evidence of insurance cover.

APPENDIX 3

Special Conditions

None

APPENDIX 4

CONDITIONS OF CONTRACT FOR THE SUPPLY OF LEGAL SERVICES TO SOUTH EAST ENGLAND DEVELOPMENT AGENCY

1. Definitions and Interpretation

1.1 Definitions

In this Contract:

Approved Expenses means those approved expenses and disbursements set out in **Appendix 2(2)** of the Contract.

Instruction means any specific item of work commissioned by the Client from the Legal Services Provider as part of the Services specifying the nature of the Services, the Charge and the Timetable for provision;

Charge means the charge for the Services as set out in **Appendix 2(1)** of the Contract.

Client means the South East England Development Agency which includes any statutory successors.

Conditions means the standard terms and conditions set out in this Appendix and any reference to a Condition shall be construed accordingly.

Legal Services Provider means the company who will provide the Services as set out in the Contract.

Contract means the contract to which these Conditions are appended between the Client and the Legal Services Provider for the provisions of the Services.

Disallowed Expenses means those disallowed expenses and disbursements set out in **Appendix 2(2)** of the Contract.

Intellectual Property means all patents, trade marks, service marks, designs, design rights, copyright, trade secrets, inventions, know-how, confidential information, registrable business names and all other intellectual property rights and rights of a similar character (whether or not the same are registered or capable of registration), and all applications and rights to apply for protection of any of them.

Nominated Client Representatives means (subject to **Condition 2.5**) those persons set out in **Appendix 2(3)** of the Contract or any of them.

Nominated Legal Services Provider Representatives means (subject to **Condition 3.3**) those persons set out in **Appendix 2(4)** of the Contract or any of them.

Reports means all reports, studies, documents or other written material produced by the Legal Services Provider in connection with the Services;

Services means the services set out in **Appendix 1** of the Contract.

Special Conditions means such special conditions for the provision of the Services (if any) as are set out in **Appendix 3** of the Contract and any reference to a Special Condition shall be construed accordingly.

Term means the period of the Contract as set out in **Appendix 2(6)** of the Contract.

Timetable means the timetable for the provision of the Services as set out in **Appendix 2(5)** of the Contract.

1.2 **Interpretation**

- 1.2.1 Any references in the Conditions to any provision of a statute or statutory instrument shall (unless otherwise specified) be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.2.2 Any reference in the Conditions to the neuter shall include the masculine and feminine and the singular shall include the plural (and vice versa) if the context so requires.
- 1.2.3 Any reference in the Conditions to *the Legal Service Provider's negligence* shall be construed as including a reference to the negligence of anyone for whom the Legal Service Provider is vicariously liable.
- 1.2.4 The headings in the Conditions are for convenience only and shall not affect their interpretation.

2. **Formation**

- 2.1 Subject to any variation under **Condition 2.4**, the Conditions form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Legal Service Provider purports to apply under any quotation, confirmation of order or similar document).
- 2.2 Each Instruction shall be deemed to be an offer by the Client to purchase Services subject to the Conditions which is deemed to be accepted by the Legal Services Provider. For the avoidance of doubt no payments shall be made for any Services supplied by the Legal Services Provider for which there is no Instruction signed in Section C by a Nominated Client Representative.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Legal Service Provider's quotation, specification or similar document will form part of the Conditions simply as a result of a reference to such document in the Conditions.
- 2.4 Any variation in the Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by both an authorised Nominated Client Representative and an authorised Nominated Legal Services Provider Representative.
- 2.5 The Client may on giving 5 working days' notice in writing to the Legal Service Provider change its Nominated Client Representatives from time to time.

3. **Performance of the Services**

- 3.1 The Legal Service Provider shall perform the Services in a proper and efficient manner with due skill, care and diligence in accordance with the Timetable through the Nominated Legal Service Provider Representatives.
- 3.2 The Legal Service Provider shall make all Nominated Legal Service Provider Representatives aware of the terms and conditions of the Contract.

- 3.3 The Legal Services Provider shall notify the Client in the event that any Nominated Legal Services Provider Representative ceases to be employed by the Legal Services Provider (or ceases to be employed by the Legal Services Provider in connection with the Services) and shall otherwise seek the written consent of the Client prior to any change to the identity of the Nominated Legal Services Provider Representatives (including any changes to the Nominated Legal Services Provider Representatives employed in respect of any Instruction);
- 3.4 The Legal Services Provider shall in performing the Services comply with any Special Conditions that may be imposed by the Client from time to time.
- 3.5 Time shall be of the essence in relation to the performance of the Services *Provided that* the Client agrees that it may at the reasonable request of the Legal Services Provider from time to time extend the period(s) and/or date(s) included in the Timetable in relation to any Instruction by giving written notice to the Legal Services Provider whereupon time shall again be of the essence in relation to the revised Timetable.

4. Confidentiality

- 4.1 The Legal Services Provider shall not at any time during or after the Term:
- 4.1.1 divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to persons who have signed a secrecy undertaking in a form approved by the Client.
 - 4.1.2 permit any person to assist in the provision of the Services unless such person has signed such an undertaking.
 - 4.1.3 publish, distribute or otherwise divulge or allow to be divulged any information or conclusions contained in any Reports without the prior written consent of the Client.
- 4.2 Nothing in **Condition 4.1** shall prevent the Legal Services Provider divulging or allowing to be divulged any confidential information as required by law or any confidential information which has come into the public domain other than as a result of a breach of the Contract by the Legal Services Provider.

5. Legal Services Provider's Expenses and Disbursements

- 5.1 The Legal Services Provider shall not under any circumstances exceed the Approved Expenses without the prior written approval of a Nominated Client Representative.
- 5.2 The Legal Services Provider shall be reimbursed for all Approved Expenses on the submission to the Client of valid vouchers in respect of them and/or a detailed substantiation in respect of them. The Client will not reimburse any Disallowed Expenses.
- 5.3 All Approved Expenses payable by the Client shall be settled at such rates as are stipulated in the Contract.

- 5.4 Unless agreed in writing by a Nominated Client Representative, all claims for expenses and/or disbursements must be submitted by the Legal Services Provider within two months of them having been incurred.
- 5.5 The Legal Services Provider shall use reasonable endeavours to ensure that travel and subsistence expenses and/or disbursements are reasonable and are kept to a minimum.
- 5.6 Unless otherwise agreed in writing by a Nominated Client Representative all car travel will be reimbursed at the rate specified within the Approved Expenses.

6. Conflict of Interest

- 6.1 During the Term, the Legal Services Provider shall not provide services to any third party in connection with a project in conflict with the business of the Client without the prior written consent of the Client, which the Client may in its absolute discretion refuse.
- 6.2 The Legal Services Provider shall notify the Client forthwith in the event that any Instruction involves a project or work or subject matter in respect of which the Legal Services Provider is or has been previously employed for any third party.

7. Invoicing and Payment

- 7.1 The Legal Services Provider shall invoice the Client for the Services as specified in the Contract. The Legal Services Provider may invoice the Client for Approved Expenses incurred in any calendar month following the end of such calendar month. The invoice shall provide the SEEDA Client Reference number and be accompanied by substantiation of the Approved Expenses in accordance with **Condition 5.2**.
- 7.2 All sums payable under the Contract unless otherwise stated are exclusive of VAT and all other duties or taxes which shall be payable in addition to such sums.
- 7.3 The Client shall pay the Charge within 30 days of receipt of a validly receipted VAT invoice.

8. Progress Reports

- 8.1 The Legal Services Provider shall provide the Client with progress reports as may be specified from time to time in the Instruction.

9. Corrupt Gifts/Payment of Commission/Actions against Legal Services Provider

- 9.1 The Legal Services Provider shall not give any gift or consideration whatsoever as an inducement or reward to any employee or agent of the Client or the Department of Trade and Industry.
- 9.2 The Legal Services Provider agrees that it shall notify the Client of any civil or criminal action (other than a Road Traffic Act offence) taken against the Legal Services Provider or if a criminal action (other than a Road Traffic Act offence) is taken against any of the Nominated Legal Services Provider Representatives.
- 9.3 The Client may determine all or any of its contracts with the Legal Service Provider where the Legal Service Provider commits such an offence as is specified in **Condition 9.1** or is subject to such an action as is specified in **Condition 9.2** where in the opinion of the Client the relevant action might materially or adversely affect the suitability of

the Legal Service Provider to be associated with the Contract or the ability of the Legal Service Provider to perform its obligations under the Contract, and in any such event no further Instructions shall be awarded by the Client to the Legal Services Provider.

10. Health, Safety and Security

10.1 The Legal Services Provider shall ensure that its employees and anyone for whom it is vicariously liable comply with all fire, safety and security guidelines when on the Client's property.

11. Racial and Sexual Discrimination

11.1 The Legal Services Provider shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or the Sex Discrimination Act 1975 or relating to discrimination in employment.

12.2 The Legal Services Provider shall take all reasonable steps to secure the observance of the provisions of **Condition 11.1** by all employed to provide the Services or any part thereof.

12. Indemnity

12.1 The Legal Services Provider shall indemnify and keep indemnified the Client from and against all loss damage or liability (whether criminal or civil) suffered and legal fees and costs resulting from a breach of the Contract by the Legal Services Provider including:

12.1.1 any act neglect or default of the Legal Services Provider or anyone for whom the Legal Services Provider is vicariously liable.

13. Insurance

13.1 The Legal Services Provider shall at its own cost:-

13.1.1 maintain a comprehensive policy of insurance to cover the liability of the Legal Services Provider in respect of any act or default for which it may become liable to indemnify the Client under the terms and Conditions of the Contract.

13.1.2 arrange that the minimum cover of that policy is as stated in **Appendix 2(7)** of the Contract.

13.1.3 increase such cover annually by the rate of increase in the Retail Prices Index in the preceding 12 months.

14. Termination of Contract

14.1 The Contract shall continue in force for the Term subject to **Conditions 9.3, 14.2 and 15.2.**

14.2 The Contract may be terminated immediately by the Client if the Legal Services Provider:

- 14.2.1 commits any material breach of any term or Condition of the Contract and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the Client to remedy it; or
 - 14.2.2 is in material default under any other contract with the Client or any office or department thereof and such default has not been remedied to the satisfaction of the Client; or
 - 14.2.3 shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors; or
 - 14.2.4 shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 14.2.5 shall have a receiver, administrative receiver or similar officer appointed in respect of all or any part of its business or assets; or
 - 14.2.6 shall have a petition presented against it or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Legal Services Provider or for the making of an administration order; or
 - 14.2.7 shall change the Nominated Legal Services Provider Representatives or the Nominated Legal Services Provider Representatives employed on any Instruction without the prior written consent of the Client; or
 - 14.2.8 shall suffer any change of control, where control means one person has control over another person where it alone or jointly with a partner or quasi-partner owns more than half the capital or business assets of such other person or has the power to exercise more than half the voting rights in such other person or has the power to appoint more than half the members of the Board of Directors or other body legally representing such other person or has the right to manage the affairs of such other person.
- 14.3 The Contract may be terminated immediately by the Client if any representation or warranty made or repeated by the Legal Services Provider in connection with the Contract or in any statement made or delivered pursuant to any of them, is incorrect when made or repeated.
- 14.4 Any termination of the Contract pursuant to this **Condition 14** or **Condition 14.2** shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or the Conditions or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of the Contract or the Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

15. Force Majeure

- 15.1 Neither party to the Contract shall be liable for any breach of its obligations under the Contract or the Conditions resulting from causes beyond its reasonable control including but not limited to fires, labour disputes (of its own or other employees), insurrection or riots or regulations of any civil or military authority.

15.2 If a default due to a Force Majeure event (as specified in **Condition 15.1**) shall continue for more than 4 weeks then the party not in default shall be entitled to terminate the Contract. Neither party shall have any liability to the other in respect of the termination of the Contract as a result of such an event.

16. Status and Tax Liabilities

16.1 Where the Legal Services Provider is not an individual the Legal Services Provider shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration the Legal Services Provider pays to the Nominated Legal Services Providers Representatives.

16.2 The Legal Services Provider indemnifies and agrees to keep indemnified the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions relating to the Services.

17. Notices

17.1 Any demand, notice or communication served in connection with the Contract or the Conditions must be either delivered by hand or sent by prepaid first class post and shall be deemed to have been duly served:-

17.1.1 if delivered by hand, when left at the address for services provided or;

17.1.2 if sent by prepaid first class post to the address for service provided for 48 hours after being posted (excluding Saturdays, Sundays and bank or other public holidays in England).

17.2 Where, in the case of delivery by hand, such delivery occurs on a day which is a Saturday, Sunday or bank or other public holiday in England or after 4.00pm on any other day, service will be deemed to occur on the next following day which is not a Saturday, Sunday or bank or other public holiday in England.

17.3 Any demand, notice or communication will be made in writing addressed to the recipient at its address as stated in the Contract or such other address as shall be notified by that party to the other in accordance with this **Condition 17**.

18. Miscellaneous

18.1 Nothing in the Contract or the Conditions shall create or be deemed to create any agency or partnership between the parties.

18.2 Save for all implied conditions implied by law, the Contract and the Conditions contain the entire agreement between the parties with respect to its subject matter, supersede all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

18.3 If any provision of the Contract or the Conditions is held by any court or other competent authority to be void or unenforceable in whole or part the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

18.4 The Contract and the Conditions shall be governed by and construed in all respects in accordance with the laws of England and the Legal Services Provider agrees to submit to the exclusive jurisdiction of the English courts.