

**Agreement between Centre for Assessment Ltd. and its Lexcel Organisations/Firms****The Scope of these Terms and Conditions**

Centre for Assessment Ltd. carries out Assessments of Legal sector Organisations/Firms of the Law Society's Practice Management Standard, Lexcel. The Organisation/Firm is required to supply all necessary information to Centre for Assessment Ltd. for this purpose. Organisations/Firms assessed by Centre for Assessment are required to comply with the specifications of these terms and conditions for the duration of their Lexcel award.

An assessment is available to all legal sector applicants regardless of the size, location and membership of their group or association.

**1 Background**

The Scope of assessment issued by The Law Society, acknowledges that Centre for Assessment Ltd. has the knowledge and skills to manage Assessments in the legal sector.

**2 Personnel / Confidentiality**

Centre for Assessment Ltd will treat all aspects of the Assessment as 'commercial in confidence' and any information/evidence outside of the public domain that is gained during the Assessment will be used for the purpose of the Assessment only, unless they are required to do so by Law.

Centre for Assessment Ltd. will provide suitably qualified personnel for all assessment types. Sub-contracted Assessors are selected and monitored in line with criteria set by the Law Society. All Centre for Assessment Ltd employees and sub-contractors are required to sign contracts, which contain confidentiality agreements, requiring them to treat all information outside the public domain as 'commercial in confidence'.

Centre for Assessment are required to provide information relating to the assessment to The Law Society of England & Wales (Firms located in Northern Ireland this may be The Law Society of Northern Ireland). This may be sent via email.

The Firm/Organisation will be responsible for the assessors and observer's health and wellbeing whilst on their premises and must provide a safe environment for them to conduct the assessment in.

The applicant has the right to request a change of the Assessor(s) allocated to conduct the assessment.

Centre for Assessment Ltd and/or the Law Society may be required to accompany Assessors on assessments in order to evaluate consistency and quality of practice within the assessment team. The Organisation/Firm will be informed in writing that the Assessor will be accompanied. Any personnel in attendance will be subject to confidentiality agreements.

Assessors are required to review client files as part of the assessment process. The Organisation/Firm is entitled to decline to disclose any file, document or other information requested by Centre for Assessment Ltd in preparation for, in the course of or as a result of Assessments or reviews which is confidential to any of their respective clients.

Organisations/Firms are required to obtain written consent from their clients for the client files to be reviewed as part of the Lexcel assessment process.

If Centre for Assessment employees and/or their subcontracted Assessors/technical experts are made aware of any form of breaking the Law during the assessment, they are obliged to inform The Law Society of England & Wales and Centre for Assessment Ltd.

**3 Conflict of Interest**

Organisation/Firms are required to inform Centre for Assessment Ltd Lexcel Manager of any conflict of interest or potential conflict of interest relating to the assessment before the assessment takes place. A conflict of interest would include but not be limited to an allocated Assessor having previously carried out any form of consultancy with or given advice to the Organisation/Firm, the Organisation/Firm has or intends to represent or provide services to the allocated Assessor or the Assessor is directly related to any personnel within the Organisation/Firm.

**4 Application for Assessment**

On receiving an initial enquiry, Centre for Assessment Ltd. will issue a quotation detailing the assessment costs. This will be followed by a telephone call to answer any questions and confirm the Organisation/Firm's intention to proceed. Quotations will be based on the information provided at the time by the Organisation/Firm in line with the duration of the assessment guidelines issued by the Law Society. Any differences to the information provided may incur an increase or decrease to the assessment cost. The Organisation/Firm is responsible for informing Centre for assessment Ltd of any differences in their organisation that may affect the cost of the assessment before the assessment takes place.

Centre for Assessment Ltd will assign an Assessor(s) who will contact the Organisation/Firm to agree assessment dates and confirm arrangements for the assessment in line with Centre for Assessment Ltd. procedures and Law Society requirements.

**5 Application form/ Authorisation to proceed (All assessment types)**

Organisation/Firms will be required to submit a signed application form to The Law Society when proceeding with their application for assessment. This applies to all assessment types. An application form should not be submitted more than 3 months before and not less than 6 weeks prior to the agreed assessment date. Details of the Law Society application procedures are available from their website [www.lawsociety.org](http://www.lawsociety.org). Any fees applicable to the Law Society are not included in

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the quotation from Centre for Assessment Ltd and the organisation is responsible for payment for all fees due to the Law Society. Centre for Assessment Ltd will not pay fees directly to the Law Society on behalf of the Organisation/Firm.

The Organisation/Firm must ensure that they have received authorisation from the Law Society in order for an assessment to take place.

### **6 Assessment Process** (All assessment Types)

- a) Organisations/Firms assessed by Centre for Assessment Ltd. are required to make all areas of the business relevant to the assessment available as defined in the Lexcel Standard; if any areas are not deemed accessible the Organisation/Firm must notify Centre for Assessment Ltd before the assessment takes place. A review of the Organisation/Firm's documentation against the Lexcel Standard will either be undertaken at the Organisation/Firm's premises or off-site as applicable. Where documents may be reviewed off site but are reviewed on-site

at the Organisation/Firm's request, an additional cost may be added. It is the responsibility of the Organisation/Firm to ensure that documents to be reviewed off-site are received by the Assessor prior to the onsite assessment.

- b) A selection of client files will be reviewed, and a number of personnel will be interviewed in line with the requirements of the Lexcel standard and file and interview sample guidelines. The Organisation is required to provide a suitable private room with a table and chairs in order for the Assessor to carry out these requirements.
- c) A closing meeting will take place with designated persons to feedback the findings of the assessment.
- d) An 'assessment report' is completed in relation to the assessment conducted. The Report includes feedback on the assessment and the Organisation/Firm is required to address any non-compliance raised, within timescales defined in the Report. All assessments are conducted in accordance with Centre for Assessment Ltd. procedures. The report will be sent to the Law Society, who will review the report. Any queries arising will be referred to Centre for Assessment Ltd.

If a 'major' non-compliance is identified, an additional visit will be required. Arrangements for this, including any additional fee, will be agreed with the Organisation/Firm.

### **7 Accreditation** (All assessment Types)

On completion of the assessment, the Lead Assessor informs the client of the status of the assessment. The Report will be submitted to the Certification Team of Centre for Assessment Ltd. On receiving a report stating that the Firm meets the Lexcel Standard and confirmation from the Assessor that any non-conformities have been addressed; Centre for Assessment will forward the Assessors recommendation and assessment reports to the Law Society for approval from the Lexcel Panel. The Law Society will make a decision on whether to grant/renew certification or not.

### **8 Annual Maintenance Visits (AMV's) and 3 Year Re-certification visits**

After the issue of a certificate, annual assessment visits will be required in order to retain certification at the Organisation/Firm's premises as follows:

Annual maintenance visits are carried out at 12-month intervals and must take place in the awarding month or the month either side of the awarding month.

A full re-certification assessment will be carried out every three years and must take place in the original awarding month or the month either side of the awarding month.

Any requests to the change of the awarding month or a request for the assessment to take place outside of the permitted months must be made in writing to the Law Society for approval. The Organisation/Firm must notify Centre for Assessment Ltd of any approval granted and provide the written approval issued by the Law society.

The Organisation/Firm will be notified of the costs of the assessments in advance of the assessment. The costs will be based on the information provided by the Organisation/Firm and any changes to the information may increase or decrease the cost of the assessment. The Organisation/Firm is required to provide accurate up to date information regarding the Organisation/Firm.

Organisation/Firms must adhere to the most recent assessment guidelines available on The Law Society's website.

### **9 Assessment Report**

The Assessor will provide a copy of the non compliances raised at the assessment within 3 working days of the last on-site date. Centre for Assessment Ltd will send a final copy of the verified assessment report within 10 working days of the last date of assessment which the client is required to sign and return to the Centre for Assessment Ltd Office.

### **10 Duration of Assessment**

The duration of the assessment must be in line with the Law Society's duration guidance, any changes the Assessor finds whilst carrying out an assessment to those submitted to the Law Society may require the Assessor to increase the duration of the on-site assessment in order to cover all the requirements of Lexcel. The Organisation/Firm is required to make the necessary arrangements to accommodate any increase in days within a reasonable amount of time.

#### **11 Changes in Organisation/Firm**

Centre for Assessment Ltd. should be informed in writing of any relevant significant changes to the Organisation/Firm's organisation (including merger, change in ownership or structure) which may affect future assessments. In such an event, Centre for Assessment Ltd. reserves the right to request that the Organisation/Firm applies for re-Assessment.

#### **12 Cancellation of Lexcel Accreditation with Centre for assessment Ltd**

Should firms/organisation's no longer require the services of Centre for Assessment to carry out their Lexcel assessments, they are required to notify of this in writing via email to [enquiries@centreforassessment.co.uk](mailto:enquiries@centreforassessment.co.uk) stating the reasons for the cancellation.

#### **13 Firms/Organisations moving their accreditation to another assessment body must agree not to use an assessor that has assessed them for Lexcel via Centre for Assessment Ltd for a period of 24 months.**

#### **14 Certificates and Trademarks**

Certificates and Trademarks will be issued by the Law Society and are subject to the Law Society's Terms and Conditions.

#### **15 Suspension or Withdrawal**

The Law Society's Lexcel Certificate may be deferred, withdrawn, withheld or suspended for but not limited to the following reasons: a) Breach of any of these Terms & Conditions of Registration.

- b) Failure to have annual visits or meet the requirements of the Lexcel standard
- c) Failure to apply corrective action as a result of non-conformities found at Assessment or Annual Maintenance Visits.
- d) Continued Trademark Misuse.
- e) Suspected or found to be in flagrant breach of Lexcel
- f) Committed fraud or serious professional misconduct
- g) Bringing the standard into disrepute in any way.
- h) Failure of the Organisation/Firm to settle any outstanding Centre for Assessment Ltd. Invoice
- i) Failure to provide copies of documentation required by the Assessor(s) to undertake re-Assessment or surveillance assessment.

In the event of withdrawal or suspension of certification the organisation shall discontinue the use of all advertising, internet and brochures that contain reference to the Lexcel Standard. The organisation shall return their certificate to the Law Society Lexcel Office; and the Lexcel Mark must no longer be used in the public domain or internally.

#### **16 Certificate Misuse**

During the Assessment the Assessor will Check:

- 1) to ensure that there is no misuse of the Lexcel certificate
- 2) the firm/organisation is using the correct Logo.

Any findings are required to be reported to the Law Society.

#### **17 Publicity**

Once a certificate has been awarded, Organisation/Firms have the right to publicise their Award. Appropriate logos may be used on stationery and in marketing or promotional material. Any reference to Centre for Assessment Ltd must not contain any claims that are misleading or bring Centre for Assessment Ltd or the Lexcel standard into disrepute.

Centre for Assessment Ltd reserve the right to publish an Organisation/Firm award on their website/ and or social media unless the firms advises in writing within 3 days of notification of their award.

#### **18 Appeals Procedure**

If for any reason the Organisation/Firm does not agree with the Lead Assessors recommendation after assessment, re-Assessment or Annual Maintenance visit, they may appeal in the first instance by contacting the Lexcel Manager at Centre for Assessment Ltd.

If for any reason the Organisation/Firm does not agree with the Lexcel Assessment panel's decision to not award or renew a certificate, they have the right of appeal to the Lexcel panel. Details of the Lexcel appeals process are available from the Lexcel Office.

### **19 Organisation/Firm Complaints against Centre for Assessment Ltd, Employees or Sub-contractors**

If an Organisation/Firm has a complaint, it should be addressed in writing to the Lexcel Manager of Centre for Assessment Ltd. Where the complaint involves the Lexcel Manager, it should be addressed in writing to the Managing Director of Centre for Assessment Ltd.

An initial response to the complaint will be received within 10 working days of the complaint being received and a resolution will be sought to be met within 30 days unless otherwise informed. **20 Fees**

Fees for assessment and annual maintenance visits should be agreed in advance between Centre for Assessment Ltd. and the Organisation/Firm.

Centre for Assessment Ltd will invoice the Organisation/Firm after the assessment has taken place. **Invoices will be sent via email from our finance department [finance@growthco.uk](mailto:finance@growthco.uk)**

Charges will be made for duplicate copies of assessment reports.

**VAT:** All quotes and estimated costs for all services will be plus VAT. Customers who are VAT registered outside of the UK but within the EU must provide their VAT registration number to Centre for Assessment Ltd before any work takes place. If this is not received, then VAT will be added to their invoice.

### **21 Travel Expenses**

Travel expenses may be applicable dependant on Organisations/Firms location, number of offices and Local Assessor availability. Any expenses to be incurred will be agreed between the Assessor and the Organisation/Firm before the assessment takes place. Mileage will be calculated at £0.55 per mile; and any overnight expenses will be charged at cost. These costs will be included in the final invoice.

### **22 Terms of Payment**

#### **Payment of Invoices:**

- 1) Payments for assessment and certification services are required within 30 days of the invoice date.
- 2) Late payment of invoices will automatically be referred to our legal department for perusal and may result in Accreditations being removed.
- 3) Centre for Assessment reserve the right to request payment before any assessment activity takes place, should previous invoices not be settled within the agreed timeframes

**23 Additional Visit:** A fee which is proportionate to the additional work required should be agreed by both parties in advance. (An additional visit may be required when an assessment identifies either a major non-compliance, or any information, which differs from that contained in the application/assessment form, such as the number of sites or number of employees).

### **24 Assessment Cancellation policy**

Centre for Assessment Ltd operates a strict cancellation policy. If an assessment or annual maintenance visit is cancelled or postponed by the Organisation/Firm within 30 days of the agreed visit date(s), Centre for Assessment Ltd. reserves the right to claim the appertaining daily assessment charge for each scheduled assessment day, this includes work undertaken remotely.

If the client does not submit their application form in line with the Law Society time scales and the proceed authorisation is not received in time the full fee will be applicable for the cancelled/postponed assessment.

### **25 Liability**

Assessments undertaken by Centre for Assessment Ltd address only a sample of the Organisation/Firm's Lexcel System. Findings reported do not imply that the non-compliances raised are the only ones which exist. Any action taken by the Organisation/Firm because of assessment work undertaken on behalf of Centre for Assessment Ltd. remains the responsibility of the Organisation/Firm.

### **26 Information Displayed in the Public Domain**

Information regarding Organisations/Firms registered with Centre for Assessment Ltd are available upon request to interested parties e.g. an organisation you are to supply services. The information is available by contacting the office. The information given is the Firm name, length of accreditation and location.

### **27 Data Protection Statement**

All information gathered by Centre for Assessment Limited in the delivery of its services is processed in accordance with the Data Protection Act 2018. For further information on how we process your personal data please see our privacy policy which is located on our website [Centre for Assessment Ltd Privacy Notice](#)

For the purposes of these terms and conditions, Centre for Assessment Ltd is the processor and the Organisation/Firm is the controller.

The data processing provisions attached [\[here\]](#) are incorporated into these terms and conditions.

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### **28 IT Systems**

The Assessor(s) may need access to the firms/Organisations systems to review documentation or view electronic files. The firm/Organisation is responsible for allowing secure access to the Assessor in whatever form they choose. Centre for Assessment Ltd does not accept responsibility for any issues or corruption of the Organisation/Firm's IT systems during an assessment.

The Assessor may use their own laptop/tablet during an assessment to make notes of findings and request secure WIFI access.

### **29 Indemnity**

The Organisation/Firm will indemnify Centre for Assessment Ltd. against any claims or losses suffered by Centre for Assessment Ltd. as a result of misuse by the Organisation/Firm of the Certification/Accreditation given by Centre for Assessment Ltd.

### **30 Other Services**

Centre for Assessment Ltd reserve the right to approach Organisations/Firms about other services that they provide.

### **31 Terms and Conditions**

These terms and condition's form a legally binding contract. Any validity and performance of the contract shall be governed in all respects by English Law; in connection with any disputes between the parties relating to or connected with the assessment contract; both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in England.

### **32 Terms & Conditions Variation**

Centre for Assessment Ltd. reserves the right to change these Terms and Conditions. Due notice will be given for any changes to these requirements.