

AMENDMENTS TO GENERAL CRIMINAL CONTRACT,

VERY HIGH COST CASES ARRANGEMENTS 2002

AND

SPECIALIST FRAUD PANEL ARRANGEMENTS 2004

For consultation and proposed implementation in October 2007

This consultation ends at 4:00pm on **9 August 2007** and all responses should be sent to:

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Note:

In accordance with the Freedom of Information Act 2000, the Legal Services Commission may publish your name and the contents of your response unless you provide sufficient reasons for asking us not to. Please ensure that your response is marked clearly if you wish your response or your name to be kept confidential. In any event, confidential responses could still be disclosed in a summarised or anonymised format.

Important Notice:

This consultation is concerned entirely with amendments to the wording of the General Criminal Contract and Duty Solicitor Arrangements that would be necessary to support proposed changes to policies as detailed in Section One.

Each of the changes has been subject to separate, individual consultation (copies of which can be found at www.legalservices.gov.uk) and this paper is not intended to invite discussion on the policies involved.

Regulatory Impact Assessment:

Regulatory Impact Assessments have been produced and published for each of the individual policy amendments, copies of which are available on the LSC website; therefore no separate RIA document is necessary for this consultation.

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- 3A Specialist Fraud Panel Arrangements 2002
- 3B Very High Cost Cases Arrangements 2004

The first section of this document contains a narrative explaining the proposed changes. The subsequent sections contain the proposed amendments. All amendments are shown in strike out (deletions) and underlined (additions).

Notes:

1. There will be consequential changes to guidance manuals as a result of the proposed amendments to the General Criminal Contract and Arrangements. For simplicity these amendments are not included in this document.

Section 1

Narrative on Proposed Amendments

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2A Very High Cost Cases Panel

The Commission recently consulted on proposals to implement a specialist panel for Very High Cost Cases (Crime). Consultation commenced in February 2007 and the Commission issued its final response to the consultation on 27 April 2007. Consultation on the contract terms for the panel continued up until 25 May, and the Commission is due to produce its response to the consultation on these terms in the middle of June 2007.

This document details the proposed amendments to the wording of the General Criminal Contract to support the creation of this panel and its method of working. It does not contain details of the VHCC panel contracts (for solicitors' organisations and advocates), as these will be posted on the LSC's website on 15 June 2007 (alongside the VHCC panel tender documentation).

2B Police Station Reforms

Our consultation paper 'Police Station Reforms: Boundaries, Fixed Fees and New Working Arrangements' was published on 12 February 2007. A draft Regulatory Impact Assessment of the proposals was also published in February. The proposals outlined in the consultation paper concerned the organisation and remuneration of advice and assistance work in the Police Station and were the subject of a public consultation that closed on 10 April 2007. The outcome of consultation was published on 22 June 2007.

The proposals contained in 'Police Station Reforms' related to:

- The redrawing of boundary areas in which work would be based;
- Fixed fees for police station attendances within these boundaries;
- Changes to eligibility for contracts for this work; and
- Revised working arrangements for the delivery of publicly funded advice and assistance work in police stations and magistrates' courts.

Following analysis of the consultation responses, the following proposals were adopted:

1. Boundary Areas

- Boundary areas will remain largely the same as previously, with a small number of amendments, as detailed in the outcome of consultation document. Amendments to local schemes will be carried out locally and communicated to providers through Regional Offices. No amendments are required to the General Criminal Contract or Duty Solicitor Arrangements to reflect this policy.

2. Fixed Fees

- Fixed fees will be introduced for Police Station Attendance (i.e. publicly funded advice and assistance given at the Police Station) from October 2007, helping the market to prepare and re-structure in advance of the roll out of best value tendering for quality assured services from October 2008. The fees will cover all Police Station Attendance work undertaken on cases, including travel and waiting, although disbursements will continue to be paid separately. For clarity, this includes work claimable under codes INVC, INVD and INVJ. All other work (except for some own client Police Station Telephone Advice – see 2C below) will continue to be paid under the current system.
- A mechanism will be introduced whereby the most expensive Police Station Attendance cases are remunerated under hourly rates on an exceptional cases basis.
- Fixed fees will include an amount for availability during the period of duty therefore a separate 'standby' payment for Duty Solicitors will no longer be separately claimable.

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2C Duty Solicitor Call Centre and CDS Direct

On 20 March 2007 the Commission published a consultation paper setting out proposals to expand the Duty Solicitor Call Centre and CDS Direct to apply to own client work. Consultation ended on 1 May 2007 and the outcome and response was published on 21 May 2007 setting out the way ahead as follows:

- Duty Solicitor Call Centre to be expanded to deal with all requests from clients detained at the police station for publicly funded criminal legal advice from 1 October 2007. As a consequence of this expansion, from 1 October 2007, the Duty Solicitor Call Centre will be renamed The Defence Solicitor Call Centre.
- The expansion of CDS Direct to provide exclusive cover for requests for Police Station Telephone Advice on cases limited to telephone advice only, will take place in two geographical phases. In the initial phase the CDS Direct expansion will cover all requests for telephone only advice within Greater Manchester, West Midlands and West Yorkshire CJS areas from 31 October 2007. In the second phase the CDS Direct service will be expanded to apply to the whole of England and Wales from 31 January 2008.

The Commission accepts that at present firms may receive requests for advice from various sources in own client matters. Under the expanded system all requests for advice must be directed through the DSCC if a claim is going to be made from public funds.

The Commission recognises, however, that there may be exceptional circumstances where this scenario might not be appropriate and is in the process of discussing these situations in detail with representative bodies and the police to agree the way forward.

In the light of the above, this paper sets out alternative clauses to cover this point of policy.

Section 2

**Amendments to the
General Criminal Contract**

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New definitions to be added as follows:

“Boundary Areas” are the geographical areas defined by us within which each Duty Scheme operates and which determine the level of Police Station Attendance Fixed Fee payable, covering one or more Magistrates’ Courts or one or more Police Stations (usually a petty sessions area). The Boundary Areas are set out in the Annex to this Specification]

“CJS Area(s)” are the 42 areas into which England and Wales are divided for the purpose of administering the criminal justice system. The CJS areas are based on the police areas for England and Wales as set out in Schedule 1 of the Police Act 1996.

“DSCC” is the Defence Solicitor Call Centre, (formerly known as the Duty Solicitor Call Centre), provided by the Commission to deal with requests for Advice and Assistance (for both Own Solicitors and Duty Solicitors) from Clients at the Police Station

“Exceptional Case” has the meaning set out in Part E 2.2 8 – 10 of the Specification

“Exceptional Case Fee” is the remuneration payable for Exceptional Cases under Part E, 2.2. 9 of the Specification

“Very High Cost Case” or “VHCC” is a case covered by Part B 7.12 below

Very High Cost Case Contract” is a contract issued separately by the Commission to cover VHCC.

Part A – Scope and Structure of Contract Work

Amend Part A 2.2.1 b as follows:

- (b) **Police Station Telephone Advice**, that is telephone Advice and Assistance, where there is no attendance at the Police Station, to a Client who:
- (i) is arrested and held in custody at a Police Station; or
 - (ii) is a Volunteer; or
 - (iii) is being interviewed in connection with a Serious Service Offence; or
 - (iv) is detained under Schedule 7 of the Terrorism Act 2000.
- except that, ~~during the CDS Direct Pilot, all CDS Direct Pilot Cases, which~~ are excluded from such Police Station Telephone Advice (and no payment in respect of them will be made) – see Part B Section 9.

Amend Part A 3.1.1 as follows:

1. Advocacy Assistance and Representation may be given to Qualifying Clients involved in Criminal Proceedings in accordance with the terms of this Contract unless the Client’s Case is (or should be) a Very High Cost Case and is (or should be) subject to a Very High Cost Case Contract (see paragraph 3.2.3 and Section B paragraph 7.12 below)

Insert Part A 3.2.3 as follows:

3.2.3 VHCC Cases are excluded from the scope of this Class of Work and you may not carry out work on them under this Contract. You may be entitled to work on VHCC Cases if you hold a VHCC contract, under the terms of that contract.

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Part B - Rules and Guidance on Performing Contract Work

Insert Part B 1.7 as follows:

1.7 Amendments Implemented from 1 October 2007

<u>Amendment</u>	<u>Transitional provisions</u>
<u>Introduction of Fixed Fees for Police Station Attendance and associated amendments</u>	<u>Applies to all Cases which are deployed to you by the DSCC from 00.01 on 1 October 2007</u>
<u>Amendments concerning the creation of the VHCC Panel</u>	<u>Apply to all Cases where the Representation Order is granted on or after [1] October</u>
<u>Amendments concerning accepting Police Station Advice and Assistance Cases from the Defence Solicitor Call Centre only</u>	<u>Applies to all requests for Police Station Advice and Assistance received by you from 00.01 on 1 October 2007</u>

Insert Part B2.12A as follows:

2.12A Previous Police Station Advice and Assistance (Police Station Attendance Fixed Fees)

(a) You may not provide Police Station Advice and Assistance to (and may not claim a Police Station Attendance Fixed Fee in respect of) a Client who has received Police Station Advice and Assistance for the same Matter from another Contractor within the six months preceding the application, except where:

- (i) there is a gap in time and circumstances have changed materially between the first and second occasions when the Police Station Advice and Assistance was sought ; or**
- (ii) the Client has reasonable cause to transfer from the first Solicitor e.g. conflict of interest; or**
- (iii) the first Solicitor has confirmed to you that he or she will be making no Claim for payment for the Police Station Advice and Assistance.**

You must make reasonable enquiries of your Client before you provide Police Station Advice and Assistance to ascertain whether they have received previous Police Station Advice and Assistance in the last six months, and record this on your file.

- 1. If a Client changes Solicitor within the same Contractor, or the Solicitor changes Contractors and continues to advise the Client, then there will not have been Police Station Advice and Assistance from ‘another Contractor’ for the purposes of this Rule. However, the Rule will apply if the Client changes Contractors and the same Solicitor does not continue to provide Police Station Advice and Assistance to the Client.**
- 2. You should not provide Police Station Advice and Assistance under the terms of any of the exceptions contained at (a) to (c) above where:**
 - (a) the Client merely finds the first advice unpalatable and wants a second opinion;**
 - (b) there is only a short time between the first and second occasions when Police Station Advice and Assistance is sought and no material change of circumstances has occurred;**
 - (c) the change requested is from a second to a third Solicitor (unless exceptionally there is good reason for a further change);**

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- (d) there is no reasonable explanation for the Client seeking Police Station Advice and Assistance from a new Solicitor.
4. Prior to giving Police Station Advice and Assistance under this Rule, the Client must complete a fresh application form and must meet the Qualifying Criteria.
 5. Where Police Station Advice and Assistance is provided in contravention of this Rule, then the work undertaken cannot be claimed or paid as Contract Work, i.e. no Police Station Attendance Fixed Fee or Exceptional Case payment can be claimed.
 6. If the Client has received previous Advice and Assistance but you are permitted to provide further Advice and Assistance under this Rule, you must assign a new unique file number and must make a note on the file to confirm that Police Station Advice and Assistance has been given to the Client previously by another Solicitor. We may monitor the number of instances in which you provide Advice and Assistance under this Rule.
 7. This rule applies equally where previous advice has been given by either a Duty Solicitor or an Own Solicitor
 8. It is your responsibility to ascertain whether previous Police Station Advice and Assistance has been provided in the same matter by asking your Client at the earliest opportunity. If the Client has received Advice and Assistance, and the circumstances at 2.12 A (a) to (c) do not apply you may either provide Advice and Assistance and not make any Claim a fee for it, or should require the Client to contact the Contractor who provided the original Police Station Advice and Assistance

Insert B2.12B as follows:

B2.12B – Police Station Attendance Fixed Fees

It is a requirement of this Contract that Fixed Fees for Police Station Advice and Assistance Cases are claimed appropriately and in accordance with the Rules set out in B2.12A and B2.12B, and with previous claiming practice. Because most Police Station Attendance is paid for by Fixed Fees it is essential that additional Cases are not artificially created or used for work which should, in accordance with these paragraphs and according to previous practice, be carried out under a single Case. Rules on what constitutes a single Matter and claiming Police Station Fixed Fees are set out at Part E Paragraph 2.2 below

Amend Part B3.2 as follows :

3.2 Applications

1. Subject to any Arrangements made by the Commission, from 1 October 2007, all ~~an~~ applications for Police Station Advice and Assistance (including requests from current/previous Clients who are seeking to instruct you as an Own Solicitor rather than a Duty Solicitor ~~may be made by telephone to~~ must be made via the Defence Solicitor Call Centre who will then contact the Solicitor or Representative from whom the Advice and Assistance is sought.

EITHER

2. You may not make any Claim for payment for Police Station Advice and Assistance given to a Client in relation to whom you have received your instructions directly, rather than through the DSCC, and any work carried out on this basis is not Contract Work. "Directly" includes, for the purposes of this Rule, instructions from the Client, their family or any other person acting on their behalf or in their interests, apart from the DSCC. The only exception to be when the client attends the police station by prior agreement and requests you to represent him/her. In such circumstances, the DSCC must be informed within 48 hours.

OR

2. You may not (unless Paragraph 3.2.3 below applies) make any Claim for payment for Police Station Advice and Assistance given to a Client in relation to whom you have received your instructions directly, rather than through the DSCC, and any work carried out on this basis is not Contract Work. The only exception to be when the client attends the police station by prior agreement and requests you to represent him/her. In such circumstances, the DSCC must be informed within 48 hours.

3. Paragraph 3.2.2 above does not apply if your instructions are received from a member of the Client's immediate family (i.e. spouse, partner, parent, child or sibling), in which case you may provide Advice and Assistance as if your instructions had been received from the DSCC, provided that you report to the DSCC within 48 hours of giving Advice and Assistance

OR

2. You may not (unless Paragraph 3.2.3 below applies) make any Claim for payment for Police Station Advice and Assistance given to a Client in relation to whom you have received your instructions directly, rather than through the DSCC, and any work carried out on this basis is not Contract Work. The only exception to be when the client attends the police station by prior agreement and requests you to represent him/her. In such circumstances, the DSCC must be informed within 48 hours.

3. Paragraph 3.2.2 above does not apply if your instructions are received from

a) a member of the Client's immediate family (i.e. spouse, partner, parent, child or sibling); or

b) any other relevant third party

in which case you may provide Advice and Assistance as if your instructions had been received from the DSCC, provided that you report to the DSCC within 48 hours of giving Advice and Assistance

A written application is not required for Police Station Advice and Assistance given under Part A, paragraphs 2.2.1(b) or (c) of this Specification.

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Amend Part B3.7.1 as follows:

3.7 Service Requirements for Own Solicitor Police Station Advice and Assistance

1. Own Solicitor Police Station Attendances and Police Station Telephone Advice may only be undertaken by a Representative (including a Solicitor who is also a Representative) or:
 - (a) (for work done before 00.01 on 1 November 2005) any Solicitor;
 - (b) (for work done after 00.01 on 1 November 2005 but before 00:01 on 1 November 2006) a Solicitor who is on the Police Station Register and has not been suspended;
 - (c) (for work done after 00.01 on 1 November 2006) a Solicitor holding the Police Station Qualification under the Law Society's Criminal Litigation Accreditation Scheme;
 - (d) (for work done on or after 00.01 on 1 November 2005, where the Representation Order is granted before [1] October 2007), where the firm is a member of the Specialist Fraud Panel and the offence for which the client has been arrested is primarily or substantially based on allegations of fraud or other serious financial impropriety or involves complex financial transactions or records) a Solicitor
 - (e) (for work done on or after 00.01 on [1] October 2007, where the firm is a member of the VHCC Panel) a Solicitor.

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Amend Part B3.7.7 as follows:

7. In the following cases, ~~(subject to the case not being covered by the scope of CDS Direct – see Part B Paragraph 9 below – in which case you must not provide Advice and Assistance at all)~~ you may provide Police Station Telephone Advice only and you shall not claim from public funds for any Police Station Attendance unless one of the exceptions in paragraph 8 below applies:
 - (a) Client detained in relation to a non-imprisonable offence;
 - (b) Client arrested on a bench warrant for failing to appear and being held for production before the court, ~~except where the solicitor has clear documentary evidence available that would result in the client being released from custody, in which case attendance may be allowed providing that the reason is justified on file;~~
 - (c) Client arrested on suspicion of:
 - (i) driving with excess alcohol, who is taken to the Police Station to give a specimen (Section 5 Road Traffic Act 1988);
 - (ii) failure to provide a specimen (Sections 6, 7 and 7A Road Traffic Act 1988);
 - (iii) driving whilst unfit/drunk in charge of a motor vehicle (Section 4 Road Traffic Act 1988).
 - (d) Client detained in relation to breach of police or court bail conditions.
8. You may attend the Police Station to advise on any matter falling within paragraph 7 above if one of the following exceptions applies and the Sufficient Benefit Test is satisfied:
 - (a) an interview or an identification procedure is going to take place;
 - (b) ~~the client is eligible for assistance from an appropriate adult under the PACE Codes of Practice~~
 - (c) the Client ~~requires an interpreter or is otherwise~~ unable to communicate over the telephone;
 - (d) the Client complains of serious maltreatment by the police;
 - (e) the investigation includes another alleged offence which does not fall within paragraphs 6 (a) to (d) above;
 - (f) you are already at the same Police Station, in which case you may attend the Client but may not claim more than the Police Station Telephone Advice fixed fee.

If any of the above exceptions apply then you must endorse the reasons for attendance on file, otherwise your Claim will be limited to the Police Station Telephone Advice fixed fee.

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Amend Part B 7.12 as follows:

7.12 Very High Cost Cases

A CDS Supplier which has conduct of a Case that is likely to be a Very High Cost Case shall notify the Commission in writing as soon as is practicable.

You must continually, and at a minimum whenever there is any material change, assess each Case for the likelihood of the trial lasting more than 25 days, as this means it is a potential VHCC .

You must notify us of a potential VHCC as soon as it appears that any trial would be likely to exceed 25 days. If it does, or if you are in any doubt, you shall notify us within five working days of your defence team having identified a potential VHCC and, in any event, not later than five working days from the Plea and Case Management Hearing. A note should be available on file to confirm that you have complied with this Rule.

Failure to notify us, a delay in notifying us, or failure to keep a note on file constitutes a breach of this contract and may lead to the application of Contract Sanctions.

A Very High Cost Case is a Case in which a Representation Order has been granted and which the Commission classifies as a Very High Cost Case on the grounds that:

- a) if the Case were to proceed to trial, that trial would in the opinion of the Commission be likely to last for more than 40 days, unless the Commission considers that there are exceptional circumstances which make it unsuitable to be dealt with under its contractual arrangements for Very High Cost Cases; or
- b) if the case were to proceed to trial, that trial would in the opinion of the Commission be likely to last for between 25 and 40 days, and the Commission considers that there are exceptional circumstances which make it suitable to be dealt with under its contractual arrangements for Very High Cost Cases.

~~with regard to which if the case proceeds to trial, that trial would be likely to last for 41 days or longer.~~

Any question as to whether a Case fulfils the criteria above shall be referred to and decided by us.

You may not carry out any further work under this Contract on a case which we notify to you is a VHCC from such date as we may specify and must not make any Claim for any further work under this Contract.

Where you have properly conducted work on a case prior to its notification to us as a potential VHCC, you may claim under the rules of this contract for work done up to the date of notification.

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~~Once a Case has been committed, transferred or sent to the Crown Court for trial you shall consider whether the Case satisfies or may satisfy the definition of a Very High Cost Case. If it does or if you are in any doubt, you shall refer it to us within seven days of committal, transfer or sending or any later date on which the criteria for a very high cost Case are satisfied for the first time. A note should be available on file to confirm that you have complied with this Rule. Failure to do so will be treated as a breach of contract.~~

1. From October 2007, only firms that are have signed a Very High Cost Case Panel Contract will be eligible to undertake VHCC's funded by the LSC. This applies to all cases where a Representation Order is granted on or after [1] October 2007. Any case where the Representation Order is granted before this date will be managed under the arrangements in place prior to October 2007.
2. Any firm that is not a member of the Panel will be required to refer the case to a Panel Member.

Amend Part B8.2.6 as follows:

6. Subject to paragraph 8.2.8 and paragraph 8.2.6(a) below, the following services shall be provided once a case has been accepted:
 - (a) except in the case of Former CDS Direct-~~Pilot~~ Cases where a CDS Direct-~~Pilot~~ Telephone Adviser has been involved, initial advice by a Duty Solicitor personally by speaking to the Client either on the telephone or, if the Solicitor is at or adjacent to the Police Station and can immediately advise the Client in person. Where the police refuse to permit the suspect to speak to the Duty Solicitor on the telephone, the solicitor may attend the Police Station. If the Client is incapable by reason of drunkenness or violent behaviour of speaking to the Solicitor, initial advice may be postponed. Other circumstances in which initial advice may be postponed include sleep periods or where an interpreter is required. The Duty Solicitor shall make arrangements to provide initial advice as soon as the Client is capable of speaking to him or her.
 - (b) attendance at the Police Station to provide advice and to attend all police interviews with the Client during the Duty Period where the Client has been arrested in connection with an offence;
 - (c) attendance at any identification parade, group or video identification or confrontation;
 - (d) attendance at the Police Station where the Client complains of serious maltreatment by the police;
 - (e) the provision of advice where a Client is to be charged with an offence on the implications of the caution which will be given when the Client is charged. Consideration must also be given as to whether attendance should take place at that time bearing in mind whether it is possible to give confidential telephone advice and the possible consequences of not making a statement when being charged;
 - (f) representation in connection with an application for a warrant of further detention under Part A, paragraph 2.2.1(d) of this Specification;

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- (g) if a police interview and any identification parade, group or video identification or confrontation is postponed to a time when the Duty Solicitor is no longer on duty or, if on a Panel, where it is no longer convenient to act as Duty Solicitor, he or she must make arrangements to ensure that the Client continues to receive advice either by a Duty Solicitor or Own Solicitor. The Duty Solicitor may continue to act on an Own Solicitor basis.

Amend Part B8.2.18-19 as follows:

18. In the following cases, (unless the Case is covered by CDS Direct (see Paragraph B 9 below) in which case you may not provide Advice and Assistance at all) you may provide Police Station Telephone Advice only and you shall not claim from public funds for any Police Station Attendance unless one of the exceptions in paragraph 19 below applies:

- (a) Client detained in relation to a non-imprisonable offence;
- (b) Client arrested on a bench warrant for failing to appear and being held for production before the court, ~~except where the solicitor has clear documentary evidence available that would result in the client being released from custody in which case attendance may be allowed provided that the reason is justified on file;~~
- (c) Client arrested on suspicion of:
 - (i) driving with excess alcohol who is taken to the Police Station to give a specimen (Section 5 Road Traffic Act 1988);
 - (ii) failure to provide a specimen (Sections 6, 7 and 7A Road Traffic Act 1988);
 - (iii) driving whilst unfit/drunk in charge of a motor vehicle (Section 4 Road Traffic Act 1988).
- (d) Client detained in relation to breach of police or court bail conditions.

19. You may attend the Police Station to advise on any Matter falling within paragraph 17 above if one of the following exceptions applies and the Sufficient Benefit Test is satisfied:

- (a) an interview or an identification procedure is going to take place;
- (b) ~~the Client is eligible for assistance from an appropriate adult under the PACE Codes of Practice;~~
- (c) the Client ~~requires an interpreter or is otherwise~~ unable to communicate over the telephone;
- (d) the Client complains of serious maltreatment by the police;
- (e) the investigation includes another alleged offence which does not fall within paragraphs 17(a) to (d) above;
- (f) you are already at the same Police Station, in which case you may attend the Client but may not claim more than the Police Station Telephone Advice fixed fee.

If any of the above exceptions apply then you must endorse the reasons for attendance on file, otherwise your Claim will be limited to the Police Station Telephone Advice fixed fee.

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Amend Part B Section 9 as follows:

9. ~~The CDS Direct Pilot~~

9.1 Explanation of CDS Direct

1. ~~Under the CDS Direct Pilot some will provide~~ Police Station Telephone Advice for Clients at the Police Station ~~will be provided centrally rather than by the Duty Solicitor for all Cases set out at Part B3.7.7 and B8.2.18 of this Contract which~~
 - (a) from 1 October 2007 are in the Greater Manchester, West Yorkshire and West Midlands CJS areas; and
 - (b) from 31 January 2007 are anywhere in the UKincluding, for the avoidance of doubt, where Advice and Assistance is requested from a Client on an Own Solicitor basis.;
2. CDS Direct ~~Pilot~~ Telephone Advisers will provide Police Station Telephone Advice to the conclusion of the case in respect of all Police Station Telephone Advice only cases (as set out in Part B, paragraphs 3.7(a) to (f) and 8.2.187(a) to (df)) unless one of the exceptions set out in paragraphs 3.8 (a) to (e) or 8.2.18(a) to (e) applies or there are other reasons identified by the CDS Direct ~~Pilot~~ Telephone Adviser which mean that telephone advice or attendance by a Duty Solicitor, or Own Solicitor, where requested, is necessary.
3. ~~In addition, in Specified Regional CDS Direct Pilot Schemes, CDS Direct Pilot Telephone Advisers will provide telephone advice for all non indictable only offences up to the time when a Duty Solicitor is required to attend the Police Station. A Duty Solicitor may be asked to provide Police Station Telephone Advice in these Schemes instead of CDS Direct, even though the offence is non indictable only, if there are special reasons why the case should be handled by a Duty Solicitor rather than a CDS Direct Pilot Telephone Adviser (such as the CDS Direct Pilot Telephone Adviser having a conflict of interest) (a "Special Request").~~
43. Where a Former CDS Direct ~~Pilot~~ Case is referred to a Duty Solicitor for Police Station Attendance, you may ~~claim~~ include one Fixed Acceptance Fee in your calculations when claiming a Police Station Attendance Fixed Fee. ~~The Fixed Acceptance Fee is paid in respect of~~ applicable to any and all telephone calls you may undertake on the Former CDS Direct ~~Pilot~~ Case in the Investigations Class, and is ~~payable~~ applicable irrespective of the number or nature of calls made. The Fixed Acceptance Fee is ~~claimable~~ applicable even if you do not make any telephone calls.
54. You must not claim (and we will not pay) for any Police Station Telephone Advice to clients in the Investigations Class in respect of cases where CDS Direct has given telephone advice. This does not preclude ~~claiming~~ inclusion of the Fixed Acceptance Fee referred to above in your reported profit costs.
65. As soon as CDS Direct refer a case to a Duty Solicitor to attend at the Police Station, the case ceases to be a CDS Direct ~~Pilot~~ Case and the normal service requirements in Sub Section 8.2 apply, with the exception of the obligation to provide initial telephone advice under paragraph 8.2.6 (a).

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- ~~76.~~ Where a Duty Solicitor is asked to attend on a case which has been handled by CDS Direct, the Duty Solicitor may ask an Accredited Representative to conduct the first attendance.
- ~~7.~~ If CDS Direct is unable to provide Police Station Telephone Advice and Assistance in a Case covered by Part B3.7 of this Contract then that Case is not “covered” by CDS Direct for the purposes of Part B3.7.7 and B8.2.18 and, subject to compliance with Rule B 3.2, you may provide Police Station Advice and Assistance in accordance with this Contract.

9.2 General Provisions and Definitions

- ~~8.~~ The “CDS Direct Pilot” will ~~may end on four weeks’ written notice by us.~~ The CDS Direct Scheme is provided by independent contractors under separate contractual arrangements.
9. ~~The “CDS Direct Pilot” is the pilot service in which the Call Centre Service refers certain requests for Police Station Advice and Assistance (“CDS Direct Pilot Cases”) to a CDS Direct Pilot Telephone Adviser (instead of to the Duty Solicitor).~~
10. ~~During the CDS Direct Pilot Cases:~~
- (a) all CDS Direct ~~Pilot~~ Cases are excluded from the scope and service obligations of Part B Section 8; and
 - (b) you are not entitled to (and must not claim) any payment for any work in the Investigations Class of Work in respect of CDS Direct ~~Pilot~~ Cases; and
 - ~~(c) in respect of cases excluded from the definition of CDS Direct Pilot Cases under paragraph 11(b)(iii) below you are not entitled to (and must not claim) any payment for any telephone calls in the Investigations Class of Work. This does not preclude you claiming a Fixed Acceptance Fee if entitled to do so under (d) below.~~
 - ~~(c)~~ If a Former CDS Direct ~~Pilot~~ Case is referred to a Duty Solicitor for Police Station Attendance, ~~you are entitled to claim~~ one Fixed Acceptance Fee is applicable to ~~for~~ that Case. The Fixed Acceptance Fee is ~~paid~~ applicable in respect of any and all telephone calls you may undertake on the Former CDS Direct ~~Pilot~~ Case in the Investigations Class, and is ~~payable~~ applicable irrespective of the number or nature of calls made. The Fixed Acceptance Fee is ~~payable~~ applicable even if you do not make any telephone calls. If, after a Former CDS Direct ~~Pilot~~ Case is referred to you for Police Station Attendance, you are notified that attendance is not necessary (for example, because an interview has been cancelled) you are still entitled to ~~claim~~ include the Fixed Acceptance Fee in your reported profit costs. You will not receive payment for the Fixed Acceptance Fee but it will count towards your costs for the purposes of Exceptional Cases. The level of the Fixed Acceptance Fee is set out in Part E of this Specification.
11. “CDS Direct ~~Pilot~~ Cases” are:
- (a) all requests for Police Station Advice and Assistance ~~by a Duty Solicitor~~ within the scope of Part B, paragraphs 8.2.187(a) to (d) of the Specification (i.e. Police Station Telephone Advice only cases) except where the request is a Special Request or relates to an indictable only offence; ~~and~~

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~~(b) in the Specified Regional CDS Direct Pilot Schemes only, all requests for Police Station Advice and Assistance by a Duty Solicitor except where:~~

~~(i) the request is made in relation to an indictable only offence; or~~

~~(ii) at the time the request is made, a time has been arranged for the Client to be interviewed by the Police; or~~

~~(iii) telephone advice has been given by a CDS Direct Pilot Telephone Adviser in response to a request and the point has been reached at which a Duty Solicitor is now required to attend; or~~

~~(iv) the request is a Special Request.~~

~~112. "Fixed Acceptance Fee" is the fee which Duty Solicitors are entitled to ~~claim~~include in their reported profit costs under Paragraph 10 (d) above.~~

~~123. "Former CDS Direct ~~Pilot~~ Case(s)" are cases which have been CDS Direct ~~Pilot~~ Cases but which no longer meet the definition of a CDS Direct ~~Pilot~~ Case.~~

~~14. The "Specified Regional CDS Direct Pilot Schemes" are such local Duty Solicitor Schemes that we notify to you in writing. As at the start of the CDS Direct Pilot, these are:~~

~~Bootle & Crosby~~

~~Knowsley~~

~~Liverpool~~

~~Southport~~

~~St Helens~~

~~Wirral~~

~~Boston~~

~~Spalding~~

Part C – Contract Work – Reporting, Assessment and Payment of Claims

Amend Part C 1.5 as follows:

1.5 Claims for Police Station Advice and Assistance

A single Police Station Advice and Assistance Fixed Fee Claim on a Contract Work Report Form must be submitted for all work undertaken for a Client on the same Matter. If you give Advice and Assistance or further Police Station Advice and Assistance on the same Matter, you must use the same UFN and Rule 1.9 of this Part will apply.

The Rules set out at Part B 2.12A and Part E 2.2 must be applied to Claims for Police Station Advice and Assistance.

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Where you have advised or assisted more than one Client in respect of the same Investigation, you must submit a separate Claim for each Client using the Contract Work Report Form. You must apportion the time spent between each Claim and retain on file a breakdown of the total time spent and the work undertaken for each individual Client. You must assign a separate UFN to each Client in accordance with the Guidance issued by us under Part B, Rule 1.4 of this Specification.

Amend Part C1.13 as follows:

1.13 Basis of Assessments and Appeals

Any Assessment made by the Director under Rule 1.1 of this Part, any application to the Assessor under Rule 1.11 of this Part and any appeal considered by the Costs Appeals Committee under Rule 1.12 of this Part shall take place on the basis of determining on the Standard basis, whether work was actually and reasonably done and disbursements actually and reasonably incurred and whether the time spent is reasonable in accordance with the requirements of the Contract and Guidance and applying the remuneration rates set out in Part E of this Specification to each Class of Work. You must only claim for, and allowance shall only be made for, work actually and reasonably done, and disbursements actually and reasonably incurred in accordance with the provisions of this Contract, and that is supported by appropriate evidence on the file at the time the claim was submitted. You are not entitled to claim payment for unrecorded time.

Disbursements will be assessed on the basis of determining whether they were reasonably incurred and are reasonable in amount subject to any prior authority granted.

1. Determining reasonableness will involve, in general terms, taking into account all the relevant circumstances of the case including the nature, importance, complexity or difficulty of the work and the time involved; and allowing a reasonable amount of time in respect of all Contract Work actually and reasonably done in accordance with terms of this Contract (including in particular the Rules and Guidance in this Specification). “Reasonable” means what is reasonable for the proper conduct of the case.
2. The relevant remuneration rates in Part E of this Specification will then be applied to the time allowed and the resulting sum, fixed or standard fee will be added to any Disbursements allowed and to any VAT to produce a figure for the costs of the Case. Allowance will not be made for work which was not evidenced on the file at the time the claim was made in the form of timed and dated attendance notes, and where appropriate by relevant documentation, such as copies of documentation drafted or perused.
3. We may ask you to provide an attendance note or other record of time spent. If your Claim is not supported by written evidence, then it will not be paid under the Contract.
4. When assessing Claims we will apply our published Guidance, except where it is expressly overridden by this Contract, which currently includes the Criminal Bills Assessment Manual,

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which incorporates the Police Station and Court Duty Solicitor Costs Assessment Manual. The Commission's published Guidance on the assessment of costs of controlled work will apply to the provision of freestanding Advice and Assistance so far as it is consistent with the terms of this Contract. You must be familiar with the contents of these manuals and any other Guidance on criminal costs Assessment produced by us and ensure that Claims are made in accordance with the published Guidance. The Guidance may be amended from time to time by us, for example, to reflect new decisions made by either the courts or the Costs Appeals Committee.

5. Whilst the Regional Director reserves the right to assess all claims, for the avoidance of doubt, claims for Police Station Attendance will not be reduced on assessment to below the level of the relevant fixed fee (unless the attendance was not justified or the matter was out of the scope of Contract Work).
6. Claims for Exceptional Cases claimed under Part E2.2.8-10 of this contract may be reduced on assessment but will not be reduced to less than the value of the relevant fixed fee (unless the attendance was not justified or the matter was out of the scope of Contract Work)

Part E – Remuneration under the General Criminal Contract

Amend Part E1.1 as follows:

Remuneration under the Contract

1. The rates set out in this Part apply to Contract Work undertaken by suppliers that hold a one year or three year General Criminal Contract (as extended). Other than the file review payment, they do not apply to work that commenced under the Legal Aid Act 1988. Such work will continue to be remunerated at the rates set out in regulations made under that Act (see Part B, Rule 1.5 Transitional Provisions).

Amend Part E2.1 as follows:

2.1 Advice and Assistance (other than Police Station Advice and Assistance)

	National	London
Preparation	46.90	49.70
Travel and waiting	26.30	26.30
Routine letters written and routine telephone calls	3.70 per item	3.85 per item

You may not make a separate Claim for Advice and Assistance in relation to any Case in relation to which you make a Claim for Police Station Attendance either on the basis of a Police Station Attendance Fixed Fee or a Police Station Attendance Exceptional Case Fee. However, you may include the time spent providing Advice and Assistance in calculating whether a claim for Police Station Attendance qualifies as an Exceptional Case under Part E 2.2.8 – 10 below.

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Amend Part E2.2 as follows:

2.2 Police Station Advice and Assistance – hourly rates

	National	London
Availability during Duty Period	4.20 (to a max of 100.80)	4.25 (to a max of 102.00)

Police Station Advice and Assistance other than by telephone		
–Duty Solicitor (unsocial hours)	69.05	69.05
–Duty Solicitor (other hours)	52.00	56.20
–Own Solicitor	52.00	56.20
–Duty Solicitor – serious offences (unsocial hours)	80.00	80.00
–Duty Solicitor – serious offences (other hours)	60.00	65.00

Travelling and waiting		
–Duty Solicitor (unsocial hours)	69.05	69.05
–Duty Solicitor (other hours)	52.00	56.20
–Own Solicitor	28.80	28.80
Police Station Telephone Advice fixed fee (including all telephone calls whether “routine” or “advice”, (except CDS Direct Pilot Cases for which no such fee may be claimed)). <u>NB this may NOT be claimed separately in relation to a Case where a Police Station Attendance Fixed Fee is claimed, but may be included in calculating whether a claim qualifies as an Exceptional Case under E2.2.8-10 below.</u>	30.25 per Claim	31.45 per Claim
Fixed Acceptance Fee (former CDS Direct Pilot Cases referred to a Duty Solicitor for Police Station Attendance only).	8.00 per case	8.00 per case

Remuneration for Police Station Attendance work

1. A Police Station Attendance Fixed Fee is payable for all Police Station Attendance undertaken on a Case where a solicitor or accredited representative attends a Client in the Police Station, unless that Matter qualifies as an Exceptional Case under Part E 2.2 7 below.

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2. The Police Station Attendance Fixed Fee includes all work done on the Case relating to Police Station Attendance, including time spent advising the Client, travelling to and from the Police Station, waiting, letters and telephone calls for the initial and subsequent visits to the Police Station.
3. Disbursements for professional services (e.g. interpreters) and for other costs (e.g. travel costs) are paid separately to the Police Station Attendance Fixed Fee.
4. Police Station Attendance Fixed Fees are set for each Boundary Area as set out in the Annex to this Specification and is payable in respect of all Police Station Attendances on Criminal Investigations which are referred to you by the DSCC after 00:01 on 1 October 2007. Cases which commence prior to this date will be remunerated under hourly rates set out in Part E.2.2 above.
5. You must continue to record and report all profit costs, travel and waiting time to us in accordance with the provisions of Part C of this contract when you make a Claim for Police Station Attendance and you must use the correct Claim/Stage reached codes notified to you in guidance which we will issue from time to time
6. Your compliance with the reporting requirements set out in paragraph 2.2.5 above will be important to allow us to monitor the sensitivity of the Police Station Attendance Fixed Fee, and will provide us with information on waiting times by police station, allowing us to identify and evidence problems that we can then work with CJS partners to address.
7. You may not make a separate claim for:
 - (a) a Police Station Telephone Advice fixed fee; or
 - (b) a CDS Direct Fixed Acceptance Fee

in addition to claiming a Police Station Attendance Fixed Fee or remuneration for an Exceptional Case (because these sums have already been included in the Police Station Attendance Fixed Fee).

Police Station Attendance – remuneration for Exceptional Cases

8. Where the costs of Police Station Attendance (together with any costs for Advice and Assistance, Police Station Telephone Advice and the value of a CDS Direct Fixed Acceptance Fee) in a Case are particularly high, you may be eligible for remuneration on an exceptional basis as an “Exceptional Case”.
9. For each Boundary Area, the Commission has set a threshold level at three times the relevant fixed fee (see Fixed Fee Table in the Annex to this Specification) for Police Station Attendance work. If Police Station Attendance in a Case, recorded at the hourly rates set out above, exceeds the applicable threshold, you may claim all work above this threshold at the appropriate hourly rate above. Work up to the threshold level will attract the relevant Police Station Attendance Fixed Fee for that Boundary

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Area and this, together with the hourly rates you are entitled to claim, will constitute the Exceptional Case Fee.

10. Exceptional Cases will be called for audit and are subject to assessment under Part C of this Contract.

The provisions set out below apply to all Criminal Investigations that commence after 00:01 on 1 February 2004 (except that the reference to CDS Direct ~~Pilot~~ Cases applies from 00.01 31 October 2005):

11. Except in the case of CDS Direct ~~Pilot~~ Cases (in respect of which no Police Station Telephone Advice fixed fee is claimable by you) one Police Station Telephone Advice fixed fee may be ~~claimed by you~~ included in your reported profit costs per investigation provided that you undertake at least one telephone call during the investigation. An "investigation" is defined as all the work undertaken for one Client in respect of an arrest or arrests made at the same time. No further Police Station Telephone Advice fixed fee may be ~~claimed by you~~ included in your costs if any further arrest of the same Client takes place any time at a Police Station or other place of detention whilst the investigation continues.
- ~~12.~~ An investigation ends either when the Client is charged or summoned, or the investigation concludes in any other way e.g. no further action by police.
- ~~13.~~ An arrest or warrant for breach of bail is a separate investigation and attracts a separate Police Station Telephone Advice fixed fee, except where the arrest is made at a Police Station or other place of detention during an investigation for which a Police Station Telephone Advice fixed fee payment is already ~~claimable~~ applicable.
- ~~14.~~ Only one Police Station Telephone Advice fixed fee ~~may be claimed~~ is applicable per investigation, irrespective of the number of telephone attendances on the Client, police or other parties during the course of the investigation.
- ~~15.~~ If a Client is bailed to return to the Police Station, that is a continuation of the same investigation and no further Police Station Telephone Advice fixed fee may be ~~claimed~~ included in your reported profit costs.
- ~~16.~~ If you advise more than one Client during the course of a single investigation, one Police Station Telephone Advice fixed fee may be ~~claimed~~ included in your costs for each Client who receives Police Station Telephone Advice.
- ~~17.~~ A Police Station Telephone Advice fixed fee shall not be ~~claimed~~ applicable if the Solicitor or Representative accepts a Matter whilst already in attendance at the same Police Station unless the investigation has not concluded following that attendance.

Examples of a single investigation i.e. one Police Station Telephone Advice fixed fee and/or one Police Station Attendance Fixed Fee is claimable:

- (a) Client is arrested for handling a stolen credit card and is bailed from the Police Station. On the bail to return he is rearrested for a series of obtaining by deception offences.

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- (b) Client is arrested for assault and burglary and taken to the Police Station. At the Police Station drugs are found and he is arrested for this new offence
- (c) Client is arrested for theft and taken to the Police Station where he is further arrested on an old warrant for criminal damage.

Examples of more than one investigation i.e. more than one Police Station Telephone Advice fixed fee and/or one Police Station Attendance Fixed Fee is claimable:

- (a) Client is arrested for theft from a shop and is bailed to return to the Police Station. The next day he is arrested for another theft from a shop.
- (b) Client is arrested for burglary, he fails to appear at court and is arrested on the street for failing to appear.

§_____ Both of the above Cases would attract two separate Police Station Telephone Advice fixed fee or Police Station Attendance fixed Fee claims as each amounts to two separate investigations.

Further rules on claiming Police Station Attendance Fixed Fees

One Police Station Attendance Fixed Fee must be claimed for each Case or investigation irrespective of how many instances of Polices Station Advice and Assistance (Police Station Attendance and/or Police Station Telephone Advice) are given,

When a number of charges or investigations arise out of one set of circumstances, then you may only claim for one Police Station Attendance Fixed Fee.

When a number of Clients are subject to police investigations in relation to the same set of circumstances, you may claim separate Police Station Attendance Fixed Fees in respect of each Client (provided you are able to act without conflict or breach of this Contract or your professional obligations).

Where the Client raises several legal issues during a Police Station Attendance, a single Case should be claimed for, even if they do not concern the same set of circumstances.

Subsequent paragraphs renumbered accordingly.

Annex to the Specification
Police Station Attendance Fixed Fees

Regional Office 1: Newcastle

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Cleveland</u>	<u>Hartlepool</u>	<u>£174</u>	<u>£522</u>	<u>1001</u>
	<u>Teeside</u>	<u>£179</u>	<u>£537</u>	<u>1002</u>
<u>Durham</u>	<u>Darlington</u>	<u>£199</u>	<u>£597</u>	<u>1003</u>
	<u>South Durham</u>	<u>£201</u>	<u>£603</u>	<u>1004</u>
	<u>Durham</u>	<u>£238</u>	<u>£714</u>	<u>1005</u>
	<u>Derwentside</u>	<u>£221</u>	<u>£663</u>	<u>1006</u>
	<u>Easington</u>	<u>£220</u>	<u>£660</u>	<u>1007</u>
<u>Northumbria</u>	<u>South East Northumberland</u>	<u>£174</u>	<u>£522</u>	<u>1008</u>
	<u>Newcastle</u>	<u>£182</u>	<u>£546</u>	<u>1009</u>
	<u>Gateshead</u>	<u>£184</u>	<u>£552</u>	<u>1010</u>
	<u>North Tyneside</u>	<u>£185</u>	<u>£555</u>	<u>1011</u>
	<u>South Tyneside</u>	<u>£176</u>	<u>£528</u>	<u>1012</u>
	<u>Sunderland / Houghton Le Spring</u>	<u>£204</u>	<u>£591</u>	<u>1013</u>
	<u>Berwick & Alnwick</u>	<u>£234</u>	<u>£702</u>	<u>1014</u>
<u>Tynedale & Hexham</u>	<u>£204</u>	<u>£612</u>	<u>1015</u>	

Regional Office 2: Bristol

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Avon & Somerset</u>	<u>North Avon & Thornbury</u>	<u>£241</u>	<u>£723</u>	<u>2001</u>
	<u>Bath & Wansdyke</u>	<u>£249</u>	<u>£747</u>	<u>2002</u>
	<u>Mendip / Yeovil & South Somerset</u>	<u>£279</u>	<u>£837</u>	<u>2003</u>
	<u>Bristol</u>	<u>£206</u>	<u>£618</u>	<u>2004</u>

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	<u>Sedgemoor / Taunton Deane</u>	<u>£264</u>	<u>£792</u>	<u>2005</u>
<u>Dorset</u>	<u>Weston Super Mare</u>	<u>£233</u>	<u>£699</u>	<u>2006</u>
	<u>Central Dorset</u>	<u>£235</u>	<u>£705</u>	<u>2007</u>
	<u>Bournemouth & Christchurch</u>	<u>£187</u>	<u>£561</u>	<u>2008</u>
	<u>Poole East Dorset</u>	<u>£202</u>	<u>£606</u>	<u>2009</u>
	<u>Bridport West Dorset / Weymouth & Dorchester</u>	<u>£188</u>	<u>£564</u>	<u>2010</u>
<u>Wiltshire</u>	<u>Salisbury</u>	<u>£230</u>	<u>£690</u>	<u>2011</u>
	<u>Chippenham / Trowbridge</u>	<u>£242</u>	<u>£726</u>	<u>2012</u>
	<u>Swindon</u>	<u>£227</u>	<u>£681</u>	<u>2013</u>
<u>Gloucestershire</u>	<u>Cheltenham</u>	<u>£209</u>	<u>£627</u>	<u>2014</u>
	<u>Gloucester</u>	<u>£205</u>	<u>£615</u>	<u>2015</u>
	<u>Stroud</u>	<u>£235</u>	<u>£705</u>	<u>2016</u>
<u>Devon & Cornwall</u>	<u>Barnstaple</u>	<u>£224</u>	<u>£672</u>	<u>2017</u>
	<u>Exeter</u>	<u>£199</u>	<u>£597</u>	<u>2018</u>
	<u>Plymouth</u>	<u>£231</u>	<u>£693</u>	<u>2019</u>
	<u>East Cornwall</u>	<u>£290</u>	<u>£870</u>	<u>2020</u>
	<u>Carrick / Kerrier (Camborne) / Penwith</u>	<u>£242</u>	<u>£726</u>	<u>2021</u>
	<u>Teignbridge / Torbay</u>	<u>£210</u>	<u>£630</u>	<u>2022</u>

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Regional Office 3: Birmingham

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Staffordshire</u>	<u>Stoke on Trent / Leek</u>	<u>£242</u>	<u>£726</u>	<u>3001</u>
	<u>Stafford / Cannock & Rugeley</u>	<u>£235</u>	<u>£705</u>	<u>3002</u>
	<u>Lichfield & Tamworth / Burton upon Trent / Uttoxeter</u>	<u>£228</u>	<u>£684</u>	<u>3003</u>
<u>Warwickshire</u>	<u>Leamington / Nuneaton / Rugby</u>	<u>£230</u>	<u>£690</u>	<u>3004</u>
<u>West Mercia</u>	<u>Hereford / Leominster</u>	<u>£200</u>	<u>£600</u>	<u>3005</u>
	<u>Kidderminster / Redditch</u>	<u>£256</u>	<u>£768</u>	<u>3006</u>
	<u>Shrewsbury</u>	<u>£219</u>	<u>£657</u>	<u>3007</u>
	<u>Telford</u>	<u>£228</u>	<u>£684</u>	<u>3008</u>
	<u>Worcester</u>	<u>£233</u>	<u>£699</u>	<u>3009</u>
<u>West Midlands</u>	<u>Sandwell</u>	<u>£232</u>	<u>£696</u>	<u>3010</u>
	<u>Wolverhampton & Seisdon</u>	<u>£232</u>	<u>£696</u>	<u>3011</u>
	<u>Dudley & Halesowen</u>	<u>£223</u>	<u>£669</u>	<u>3012</u>
	<u>Walsall</u>	<u>£236</u>	<u>£708</u>	<u>3013</u>
	<u>Birmingham</u>	<u>£243</u>	<u>£729</u>	<u>3014</u>
	<u>Solihull</u>	<u>£241</u>	<u>£723</u>	<u>3015</u>
	<u>Coventry</u>	<u>£198</u>	<u>£594</u>	<u>3016</u>

Regional Office 4: Cardiff

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Dyfed Powys</u>	<u>Amman Valley</u>	<u>£245</u>	<u>£735</u>	<u>4001</u>
	<u>Carmarthen East Dyfed</u>	<u>£260</u>	<u>£780</u>	<u>4002</u>
	<u>Llanelli</u>	<u>£183</u>	<u>£549</u>	<u>4003</u>
	<u>Brecon & Radnor</u>	<u>£262</u>	<u>£786</u>	<u>4004</u>

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	<u>Mid Wales</u>	<u>£200</u>	<u>£600</u>	<u>4005</u>
	<u>North Ceredigion / South Ceredigion</u>	<u>£263</u>	<u>£789</u>	<u>4006</u>
	<u>Pembrokeshire</u>	<u>£221</u>	<u>£663</u>	<u>4007</u>
<u>Gwent</u>	<u>East Gwent</u>	<u>£224</u>	<u>£672</u>	<u>4008</u>
	<u>Newport</u>	<u>£220</u>	<u>£660</u>	<u>4009</u>
	<u>Lower Rhymney Valley / North Bedwelty / South Bedwelty</u>	<u>£239</u>	<u>£717</u>	<u>4010</u>
<u>North Wales</u>	<u>Bangor & Caernarfon</u>	<u>£232</u>	<u>£732</u>	<u>4011</u>
	<u>Colwyn Bay</u>	<u>£229</u>	<u>£687</u>	<u>4012</u>
	<u>Denbighshire</u>	<u>£243</u>	<u>£729</u>	<u>4013</u>
	<u>Dolgellau</u>	<u>£243</u>	<u>£729</u>	<u>4014</u>
	<u>Mold & Hawarden</u>	<u>£238</u>	<u>£714</u>	<u>4015</u>
	<u>North Anglesey</u>	<u>£254</u>	<u>£762</u>	<u>4016</u>
	<u>Pwllheli</u>	<u>£172</u>	<u>£516</u>	<u>4017</u>
	<u>Wrexham</u>	<u>£208</u>	<u>£624</u>	<u>4018</u>
<u>South Wales</u>	<u>Cardiff</u>	<u>£252</u>	<u>£756</u>	<u>4019</u>
	<u>Vale of Glamorgan</u>	<u>£268</u>	<u>£804</u>	<u>4020</u>
	<u>Cynon Valley</u>	<u>£242</u>	<u>£726</u>	<u>4021</u>
	<u>Miskin</u>	<u>£252</u>	<u>£756</u>	<u>4022</u>
	<u>Merthyr Tydfil</u>	<u>£250</u>	<u>£750</u>	<u>4023</u>
	<u>Port Talbot</u>	<u>£318</u>	<u>£954</u>	<u>4024</u>
	<u>Newcastle & Ogmore</u>	<u>£256</u>	<u>£768</u>	<u>4025</u>
	<u>Neath</u>	<u>£263</u>	<u>£789</u>	<u>4026</u>
	<u>Swansea</u>	<u>£227</u>	<u>£681</u>	<u>4027</u>

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Regional Office 5: Liverpool

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Merseyside</u>	<u>Bootle & Crosby</u>	<u>£214</u>	<u>£642</u>	<u>5001</u>
	<u>Southport</u>	<u>£175</u>	<u>£525</u>	<u>5002</u>
	<u>Liverpool</u>	<u>£231</u>	<u>£693</u>	<u>5003</u>
	<u>St Helens</u>	<u>£203</u>	<u>£609</u>	<u>5004</u>
	<u>Knowsley</u>	<u>£218</u>	<u>£654</u>	<u>5005</u>
	<u>Wirral</u>	<u>£208</u>	<u>£624</u>	<u>5006</u>

Regional Office 6: Manchester

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Cheshire</u>	<u>Crewe & Nantwich / Sandbach & Congleton / Macclesfield</u>	<u>£232</u>	<u>£696</u>	<u>6001</u>
	<u>Warrington / Halton</u>	<u>£199</u>	<u>£597</u>	<u>6002</u>
	<u>Chester / Vale Royal (Northwich)</u>	<u>£207</u>	<u>£621</u>	<u>6003</u>
<u>Cumbria</u>	<u>Barrow in Furness</u>	<u>£198</u>	<u>£594</u>	<u>6004</u>
	<u>Kendall & Windermere</u>	<u>£236</u>	<u>£708</u>	<u>6005</u>
	<u>Carlisle / Penrith</u>	<u>£223</u>	<u>£669</u>	<u>6006</u>
	<u>Whitehaven / Workington</u>	<u>£185</u>	<u>£555</u>	<u>6007</u>
<u>Greater Manchester</u>	<u>Manchester</u>	<u>£252</u>	<u>£756</u>	<u>6008</u>
	<u>Stockport</u>	<u>£216</u>	<u>£648</u>	<u>6009</u>
	<u>Trafford</u>	<u>£240</u>	<u>£720</u>	<u>6010</u>
	<u>Salford</u>	<u>£245</u>	<u>£735</u>	<u>6011</u>
	<u>Bolton</u>	<u>£212</u>	<u>£636</u>	<u>6012</u>
	<u>Bury</u>	<u>£206</u>	<u>£618</u>	<u>6013</u>
	<u>Wigan</u>	<u>£219</u>	<u>£657</u>	<u>6014</u>
	<u>Rochdale / Middleton</u>	<u>£218</u>	<u>£654</u>	<u>6015</u>

CONTRACT AMENDMENTS PROPOSED FOR OCTOBER 2007

<u>Lancashire</u>	<u>Tameside</u>	<u>£206</u>	<u>£618</u>	<u>6016</u>
	<u>Oldham</u>	<u>£177</u>	<u>£531</u>	<u>6017</u>
	<u>Burnley / Rossendale</u>	<u>£209</u>	<u>£627</u>	<u>6018</u>
	<u>Accrington / Blackburn / Ribble Valley</u>	<u>£249</u>	<u>£747</u>	<u>6019</u>
	<u>Blackpool</u>	<u>£163</u>	<u>£489</u>	<u>6020</u>
	<u>Fleetwood</u>	<u>£167</u>	<u>£501</u>	<u>6021</u>
	<u>Lancaster</u>	<u>£205</u>	<u>£615</u>	<u>6022</u>
	<u>Chorley / Ormskirk / South Ribble & Leyland</u>	<u>£225</u>	<u>£675</u>	<u>6023</u>
	<u>Preston</u>	<u>£184</u>	<u>£552</u>	<u>6024</u>

Regional Office 7: Brighton

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Codes</u>
<u>Kent</u>	<u>Dartford & Gravesend</u>	<u>£300</u>	<u>£900</u>	<u>7001</u>
	<u>Ashford & Tenterden / Dover / Folkestone</u>	<u>£299</u>	<u>£897</u>	<u>7002</u>
	<u>Medway</u>	<u>£264</u>	<u>£792</u>	<u>7003</u>
	<u>Swale</u>	<u>£313</u>	<u>£939</u>	<u>7004</u>
	<u>Maidstone & West Malling</u>	<u>£279</u>	<u>£837</u>	<u>7005</u>
	<u>Canterbury / Thanet</u>	<u>£259</u>	<u>£777</u>	<u>7006</u>
	<u>West Kent (Tonbridge)</u>	<u>£268</u>	<u>£804</u>	<u>7007</u>
<u>Surrey</u>	<u>Guildford & Farnham</u>	<u>£262</u>	<u>£786</u>	<u>7008</u>
	<u>North West Surrey (Woking)</u>	<u>£286</u>	<u>£858</u>	<u>7009</u>
	<u>South East Surrey</u>	<u>£302</u>	<u>£906</u>	<u>7010</u>
	<u>Epsom</u>	<u>£306</u>	<u>£918</u>	<u>7011</u>
	<u>Staines</u>	<u>£350</u>	<u>£1,050</u>	<u>7012</u>
<u>Sussex</u>	<u>Brighton & Hove & Lewes</u>	<u>£267</u>	<u>£801</u>	<u>7013</u>

CONTRACT AMENDMENTS PROPOSED FOR OCTOBER 2007

	<u>Chichester & District</u>	<u>£214</u>	<u>£642</u>	<u>7014</u>
	<u>Crawley / Horsham</u>	<u>£294</u>	<u>£882</u>	<u>7015</u>
	<u>Hastings</u>	<u>£188</u>	<u>£564</u>	<u>7016</u>
	<u>Worthing</u>	<u>£217</u>	<u>£651</u>	<u>7017</u>
	<u>Eastbourne</u>	<u>£223</u>	<u>£669</u>	<u>7018</u>

Regional Office 8: Nottingham

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Codes</u>
<u>Derbyshire</u>	<u>East Derbyshire (Ripley) / Ilkeston</u>	<u>£266</u>	<u>£798</u>	<u>8001</u>
	<u>Ashbourne / Matlock / High Peak (Buxton)</u>	<u>£245</u>	<u>£735</u>	<u>8002</u>
	<u>Chesterfield</u>	<u>£229</u>	<u>£687</u>	<u>8003</u>
	<u>Derby / Swadlincote</u>	<u>£245</u>	<u>£735</u>	<u>8004</u>
<u>Leicestershire</u>	<u>Ashby & Coalville / Loughborough / Melton Mowbray</u>	<u>£234</u>	<u>£702</u>	<u>8005</u>
	<u>Leicester</u>	<u>£237</u>	<u>£711</u>	<u>8006</u>
	<u>Hinckley / Market Harborough</u>	<u>£260</u>	<u>£780</u>	<u>8007</u>
<u>Lincolnshire</u>	<u>Boston, Bourne, Stamford</u>	<u>£229</u>	<u>£687</u>	<u>8008</u>
	<u>Skegness</u>	<u>£201</u>	<u>£603</u>	<u>8009</u>
	<u>Lincoln / Gainsborough</u>	<u>£208</u>	<u>£624</u>	<u>8010</u>
	<u>Grantham & Sleaford</u>	<u>£211</u>	<u>£633</u>	<u>8011</u>
<u>Nottinghamshire</u>	<u>Mansfield</u>	<u>£212</u>	<u>£636</u>	<u>8012</u>
	<u>Newark</u>	<u>£232</u>	<u>£696</u>	<u>8013</u>
	<u>Nottingham</u>	<u>£231</u>	<u>£693</u>	<u>8014</u>
	<u>Worksop & East Retford</u>	<u>£225</u>	<u>£675</u>	<u>8015</u>
<u>Northamptonshire</u>	<u>Corby (Kettering) / Wellingborough</u>	<u>£203</u>	<u>£609</u>	<u>8016</u>

CONTRACT AMENDMENTS PROPOSED FOR OCTOBER 2007

	<u>Northampton</u>	<u>£220</u>	<u>£660</u>	<u>8017</u>
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Regional Office 9: Cambridge

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Bedfordshire</u>	<u>Bedford</u>	<u>£222</u>	<u>£666</u>	<u>9001</u>
	<u>Luton</u>	<u>£258</u>	<u>£774</u>	<u>9002</u>
<u>Cambridgeshire</u>	<u>Cambridge</u>	<u>£215</u>	<u>£645</u>	<u>9003</u>
	<u>Ely</u>	<u>£247</u>	<u>£741</u>	<u>9004</u>
	<u>Huntingdon</u>	<u>£223</u>	<u>£669</u>	<u>9005</u>
	<u>March & Wisbech</u>	<u>£221</u>	<u>£663</u>	<u>9006</u>
	<u>Peterborough</u>	<u>£184</u>	<u>£552</u>	<u>9007</u>
	<u>Essex</u>	<u>Basildon</u>	<u>£236</u>	<u>£708</u>
	<u>Brentwood</u>	<u>£363</u>	<u>£1,089</u>	<u>9009</u>
	<u>Braintree</u>	<u>£289</u>	<u>£867</u>	<u>9010</u>
	<u>Clacton & Harwich / Colchester</u>	<u>£242</u>	<u>£726</u>	<u>9011</u>
	<u>Grays</u>	<u>£339</u>	<u>£1,017</u>	<u>9012</u>
	<u>Harlow / Loughton</u>	<u>£339</u>	<u>£1,017</u>	<u>9013</u>
	<u>Stansted</u>	<u>£375</u>	<u>£1,125</u>	<u>9014</u>
	<u>Rayleigh / Southend on Sea</u>	<u>£215</u>	<u>£645</u>	<u>9015</u>
	<u>Chelmsford / Witham</u>	<u>£233</u>	<u>£699</u>	<u>9016</u>
<u>Hertfordshire</u>	<u>Dacorum (Hemel Hempstead)</u>	<u>£305</u>	<u>£915</u>	<u>9017</u>
	<u>Bishop's Stortford / East Hertfordshire</u>	<u>£371</u>	<u>£1,113</u>	<u>9018</u>
	<u>Stevenage & North Herts</u>	<u>£344</u>	<u>£1,032</u>	<u>9019</u>
	<u>St Albans</u>	<u>£312</u>	<u>£936</u>	<u>9020</u>
	<u>Watford</u>	<u>£307</u>	<u>£921</u>	<u>9021</u>

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<u>Norfolk</u>	<u>Cromer & North Walsham</u>	<u>£268</u>	<u>£804</u>	<u>9022</u>
	<u>Great Yarmouth</u>	<u>£217</u>	<u>£651</u>	<u>9023</u>
	<u>Kings Lynn & West Norfolk</u>	<u>£212</u>	<u>£636</u>	<u>9024</u>
	<u>Norwich & District</u>	<u>£218</u>	<u>£654</u>	<u>9025</u>
	<u>Diss / Thetford</u>	<u>£231</u>	<u>£693</u>	<u>9026</u>
	<u>Dereham</u>	<u>£288</u>	<u>£864</u>	<u>9027</u>
<u>Suffolk</u>	<u>Lowestoft, Beccles & Halesworth / Aldeburgh</u>	<u>£218</u>	<u>£654</u>	<u>9028</u>
	<u>Woodbridge / Felixstowe / Ipswich & District</u>	<u>£222</u>	<u>£666</u>	<u>9029</u>
	<u>Newmarket / Bury St Edmunds / Haverhill / Sudbury</u>	<u>£237</u>	<u>£711</u>	<u>9030</u>

Regional Office 10: Reading

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Code</u>
<u>Thames Valley</u>	<u>Abingdon, Didcot & Witney (South Oxfordshire)</u>	<u>£304</u>	<u>£912</u>	<u>1131</u>
	<u>Aylesbury</u>	<u>£256</u>	<u>£768</u>	<u>1132</u>
	<u>High Wycombe & Amersham</u>	<u>£278</u>	<u>£834</u>	<u>1133</u>
	<u>Milton Keynes</u>	<u>£218</u>	<u>£654</u>	<u>1134</u>
	<u>Banbury / Bicester (North Oxon)</u>	<u>£283</u>	<u>£849</u>	<u>1135</u>
	<u>Oxford</u>	<u>£283</u>	<u>£849</u>	<u>1136</u>
	<u>Reading</u>	<u>£243</u>	<u>£729</u>	<u>1137</u>
	<u>Slough (East Berkshire)</u>	<u>£304</u>	<u>£912</u>	<u>1138</u>
	<u>West Berks (Newbury)</u>	<u>£225</u>	<u>£675</u>	<u>1139</u>
<u>Hampshire</u>	<u>Aldershot / Petersfield (North East Hampshire)</u>	<u>£301</u>	<u>£903</u>	<u>1140</u>
	<u>Andover / Basingstoke /</u>	<u>£271</u>	<u>£813</u>	<u>1141</u>

CONTRACT AMENDMENTS PROPOSED FOR OCTOBER 2007

	<u>Winchester (NW Hants)</u>			
	<u>Isle of Wight</u>	<u>£221</u>	<u>£663</u>	<u>1142</u>
	<u>Portsmouth / Waterlooville (South East Hampshire)</u>	<u>£227</u>	<u>£681</u>	<u>1143</u>
	<u>Gosport & Fareham</u>	<u>£277</u>	<u>£831</u>	<u>1144</u>
	<u>South West Hants (Southampton)</u>	<u>£256</u>	<u>£768</u>	<u>1145</u>

Regional Office 11: Leeds

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Scheme</u>
<u>Humberside</u>	<u>Grimsby & Cleethorpes</u>	<u>£173</u>	<u>£519</u>	<u>1201</u>
	<u>Scunthorpe</u>	<u>£191</u>	<u>£573</u>	<u>1202</u>
	<u>Hull</u>	<u>£202</u>	<u>£606</u>	<u>1203</u>
	<u>Beverley / Bridlington</u>	<u>£252</u>	<u>£756</u>	<u>1204</u>
	<u>Goole</u>	<u>£265</u>	<u>£795</u>	<u>1205</u>
<u>North Yorkshire</u>	<u>Northallerton & Richmond</u>	<u>£247</u>	<u>£741</u>	<u>1206</u>
	<u>Harrogate & Ripon</u>	<u>£237</u>	<u>£711</u>	<u>1207</u>
	<u>Skipton, Settle and Ingleton</u>	<u>£235</u>	<u>£705</u>	<u>1208</u>
	<u>Scarborough / Whitby</u>	<u>£201</u>	<u>£603</u>	<u>1209</u>
	<u>Malton & Rydale</u>	<u>£189</u>	<u>£567</u>	<u>1210</u>
<u>South Yorkshire</u>	<u>York / Selby</u>	<u>£211</u>	<u>£633</u>	<u>1211</u>
	<u>Barnsley</u>	<u>£210</u>	<u>£630</u>	<u>1212</u>
	<u>Doncaster</u>	<u>£202</u>	<u>£606</u>	<u>1213</u>
	<u>Rotherham</u>	<u>£215</u>	<u>£645</u>	<u>1214</u>
<u>West Yorkshire</u>	<u>Sheffield</u>	<u>£221</u>	<u>£663</u>	<u>1215</u>
	<u>Halifax</u>	<u>£224</u>	<u>£672</u>	<u>1216</u>
	<u>Huddersfield</u>	<u>£189</u>	<u>£567</u>	<u>1217</u>

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<u>Dewsbury</u>	<u>£205</u>	<u>£615</u>	<u>1218</u>
<u>Bradford</u>	<u>£180</u>	<u>£540</u>	<u>1219</u>
<u>Keighley & Bingley</u>	<u>£202</u>	<u>£606</u>	<u>1220</u>
<u>Leeds</u>	<u>£190</u>	<u>£570</u>	<u>1221</u>
<u>Pontefract & Castleford</u>	<u>£182</u>	<u>£546</u>	<u>1222</u>
<u>Wakefield</u>	<u>£184</u>	<u>£552</u>	<u>1223</u>

Regional Office 12: London

<u>CJS Area</u>	<u>Schemes</u>	<u>Fixed Fee</u>	<u>Escape</u>	<u>Codes</u>
<u>London</u>	<u>Barking</u>	<u>£327</u>	<u>£980</u>	<u>1301</u>
	<u>Bexley</u>	<u>£292</u>	<u>£876</u>	<u>1302</u>
	<u>Bishopsgate</u>	<u>£341</u>	<u>£1,022</u>	<u>1303</u>
	<u>Brent</u>	<u>£318</u>	<u>£955</u>	<u>1304</u>
	<u>Brentford</u>	<u>£324</u>	<u>£973</u>	<u>1305</u>
	<u>Bromley</u>	<u>£308</u>	<u>£925</u>	<u>1306</u>
	<u>Camberwell Green</u>	<u>£319</u>	<u>£956</u>	<u>1307</u>
	<u>Central London</u>	<u>£345</u>	<u>£1,036</u>	<u>1308</u>
	<u>Clerkenwell / Hampstead</u>	<u>£322</u>	<u>£967</u>	<u>1309</u>
	<u>Croydon</u>	<u>£314</u>	<u>£942</u>	<u>1310</u>
	<u>Ealing</u>	<u>£335</u>	<u>£1,006</u>	<u>1311</u>
	<u>Enfield</u>	<u>£317</u>	<u>£950</u>	<u>1312</u>
	<u>Greenwich / Woolwich</u>	<u>£304</u>	<u>£912</u>	<u>1313</u>
	<u>Haringey</u>	<u>£328</u>	<u>£984</u>	<u>1314</u>
	<u>Harrow</u>	<u>£319</u>	<u>£956</u>	<u>1315</u>
	<u>Havering</u>	<u>£297</u>	<u>£890</u>	<u>1316</u>
	<u>Hendon / Barnet</u>	<u>£321</u>	<u>£963</u>	<u>1317</u>
	<u>Highbury Corner</u>	<u>£334</u>	<u>£1,003</u>	<u>1318</u>
	<u>Kingston-upon-Thames</u>	<u>£332</u>	<u>£997</u>	<u>1319</u>

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<u>Newham</u>	<u>£320</u>	<u>£960</u>	<u>1320</u>
<u>Old Street</u>	<u>£319</u>	<u>£956</u>	<u>1321</u>
<u>Redbridge</u>	<u>£328</u>	<u>£983</u>	<u>1322</u>
<u>Richmond-upon-Thames</u>	<u>£350</u>	<u>£1,051</u>	<u>1323</u>
<u>South London</u>	<u>£334</u>	<u>£1,001</u>	<u>1324</u>
<u>Sutton</u>	<u>£317</u>	<u>£951</u>	<u>1325</u>
<u>Thames</u>	<u>£317</u>	<u>£951</u>	<u>1326</u>
<u>Tower Bridge</u>	<u>£339</u>	<u>£1,018</u>	<u>1327</u>
<u>Uxbridge</u>	<u>£307</u>	<u>£922</u>	<u>1328</u>
<u>Waltham Forest</u>	<u>£298</u>	<u>£893</u>	<u>1329</u>
<u>West London</u>	<u>£343</u>	<u>£1,028</u>	<u>1330</u>
<u>Wimbledon</u>	<u>£325</u>	<u>£975</u>	<u>1331</u>

Section 3

Amendments to the

Specialist Fraud Panel Arrangements 2002

and

Very High Cost Criminal Cases Arrangements 2004

3A Serious Fraud Panel Arrangements 2002

Replace 'CHCCU' with 'CCU' throughout

Amend Part 1 as follows:

Part 1 Preliminary

Introduction

- 1.1 These Arrangements are made by the Legal Services Commission. They set out the arrangements that apply to applications for membership of the Commission's Specialist Fraud Panel. This is a panel of firms with the necessary experience, expertise and capacity to undertake the defence of Very High Cost Fraud Cases under the Legal Services Commission's Very High Cost Criminal Cases Arrangements 2002.
- 1.2 The ~~CHCCU~~CCU will carry out the functions under these Arrangements, in accordance with any guidance and directions issued by the Commission.
- 1.3 The Specialist Fraud Panel Arrangements do not apply to any VHCC where the date of the Representation Order is on or after the VHCC Panel start date, as under the VHCC Panel Contract, VHCCs (fraud and non-fraud) may only be carried out by VHCC Panel Members.
- 1.4 The Specialist Fraud Panel will continue to apply to all VHCCs where the Representation Order was granted before the VHCC Panel start date.
- 1.5 The Legal Services Commission will close the Specialist Fraud Panel to new entrants on [1 October 2007]
- 1.6 For the avoidance of doubt, the Specialist Fraud Panel and the VHCC Panel are not the same.
- 1.7 In these arrangements where we refer to "the Panel" we are referring to the Specialist Fraud Panel.

Interpretation

- 1.8 In these Arrangements:
 - "*Applicant*" means a firm applying for membership of the Panel;
 - "*Arrangements*" means the Legal Services Commission Specialist Fraud Panel Arrangements 2000;
 - "*Barrister*" or "*Counsel*" includes a solicitor with higher court advocacy rights;
 - "~~CHCCU~~CCU" means the Legal Services Commission's ~~Criminal High Cost Cases~~Complex Crime Unit;
 - "*Commission*" means the Legal Service Commission;
 - "*Committee*" means the committee established in accordance with Annex 2 with the function of determining appeals under these Arrangements;
 - "*Fraud Case*" means a case in which the offence with which the defendant is charged is primarily, or substantially, founded on allegations of fraud or other serious financial impropriety or involves complex financial transactions or records;

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“*High Cost Case*” means a case where: (i) the trial lasted or is likely to last for 25 days or longer; or, (ii) the Total Defence Case Costs in respect of the defendant represented in the case (or group of defendants represented by the same firm of solicitors) amounts to, or is likely to amount to £100,000 or more;

“*High Cost Fraud Case*” means a case that is a Fraud Case and a High Cost Case.

“*Panel*” means the Specialist Fraud Panel;

“*Total Defence Case Costs*” means the total defence case costs comprising solicitors’ costs, counsel’s fees, experts’ fees, disbursements and VAT;

“*Very High Cost Case*” means a case where:

a) the Representation Order is granted on or before 30 September 2007 and

- (i) the trial lasted or is likely to last for 25 days or longer; or
- (ii) the Total Defence Case Costs in respect of the defendant represented in the case (or group of defendants represented by the same firm of solicitors) amounts to, or is likely to amount to £150,000 or more; or

b) the Representation Order is granted after 30 September 2007 and which the Commission classifies as a Very High Cost Case on the grounds that:

- (i) if the case were to proceed to trial, the trial would in the opinion of the Commission be likely to last for more than 40 days, unless the Commission considers that there are [exceptional] circumstances which make it unsuitable to be dealt with under its contractual arrangements for Very High Cost Cases; or
- (ii) if the case were to proceed to trial, the trial would in the opinion of the Commission be likely to last for between 25 and 40 days, and the Commission considers that there are [exceptional] circumstances which make it suitable to be dealt with under its contractual arrangements for Very High Cost Cases

“*Very High Cost Fraud Case*” means a case that is a Fraud Case and a Very High Cost Case.

Amend Part 4 as follows:

Part 4 Specialist Fraud Panel ~~Committee~~ and Appeals Committee

(amendment to title only)

Amend Part 5 as follows:

Part 5 Notification of changes and review of Panel membership

Insert paragraph:

5.1 Panel member firms working under a VHCC Individual Case Contract must comply with the contract, contract specification and VHCC arrangements. Non-compliance will result in removal from the Specialist Fraud Panel.

~~5.15.2~~ 5.15.2 Panel member firms shall notify the ~~CHCCUCCU~~ of any changes likely to affect their compliance with the Panel membership criteria.

Renumber remaining paragraphs accordingly.

3B Very High Cost Criminal Cases Arrangements 2004

Part 1 Preliminary

Introduction

- 1.1 These arrangements are made by the Legal Services Commission. They set out the arrangements that apply to cases that are, or are likely to become, Very High Cost Cases – so that such cases may be covered by individual case contracts.
- 1.2 These Arrangements do not apply to any VHCC where the date of the Representation Order is on or after the VHCC Panel Start Date, as under the VHCC Panel Contract, VHCCs (fraud and non-fraud) may only be carried out by VHCC Panel Members.
- 1.3 The CCU will carry out the functions under these Arrangements, in accordance with any guidance and directions issued by the Commission.

